

**ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 23355, INITIAL JUSTFOIA ORDER**

Pursuant to Master Services Agreement No. 23355 ("Agreement"):

This Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of the Effective Date of the Agreement, ("Addendum Effective Date"), by and between MCCi, LLC, a Florida limited liability corporation, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("Company") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client.

MCCi, LLC represents and warrants that JustFOIA is a Company Affiliate within the meaning of the Agreement and is authorized to provide the JustFOIA Solution and related services under this Addendum. MCCi, LLC is executing this Addendum with authority to bind itself and JustFOIA with respect to all obligations applicable to the JustFOIA Solution. To the full extent allowable under, and subject to, the Agreement and this Addendum, MCCi, LLC shall remain fully responsible for the performance of this Addendum and for the acts and omissions of JustFOIA and its personnel.

For purposes of this Addendum, references to "JustFOIA" refer to the Company Affiliate providing the Solution through MCCi, LLC.

This Addendum is issued pursuant to, and governed by, the Agreement and sets forth Solution-specific scope, pricing, and operational terms applicable to the JustFOIA software solution (the "Solution").

This Addendum is subject to, and incorporates by reference, all applicable terms and conditions of the Agreement, including but not limited to, its provisions on indemnification, insurance, confidentiality, data privacy, ownership of deliverables, warranties, and limitation of liability. If there is any conflict between this Addendum and the Agreement, this Addendum shall control solely with respect to the description, configuration, pricing, warranties, and subscription term of the JustFOIA Solution. The Agreement shall control with respect to risk allocation, indemnification, limitation of liability, insurance, refunds, payment terms, termination rights, and governing law.

This Addendum 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 Addendum, are void and of no effect.

**MCCi, LLC. ("Company")**

a Florida limited liability company

Signed:  \_\_\_\_\_  
072889806407400

Name: Victor D'Aurio

Title: COO

Date: 3/27/2026 | 5:42 AM PDT

**CITY OF REDONDO BEACH ("CLIENT")**


a chartered municipal corporation

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by:   
ABED8CE35EEF48C...  
Diane Strickfaden, Risk  
Manager  
4/2/2026 | 9:13 AM PDT

# PRICING



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

**Bill to/Ship to:** Michael Cook  
[mike.cook@redondo.org](mailto:mike.cook@redondo.org)  
**cc AP Contact:** [ap@redondo.org](mailto:ap@redondo.org)

**Client Name:** Redondo Beach  
**Client Address:** PO Box 270, Redondo Beach, CA 90277  
**Quote Number:** 39298  
**Quote Type:** New JustFOIA System

**Quote Date:** 3/24/2026

**Subscription Period Start Date:**  
 4/23/2026  
**Subscription Period End Date:**  
 6/20/2029

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 01-162</i>	<i>Total</i>
<b>JustFOIA ANNUAL SERVICES</b>				
<input type="radio"/> <b>JustFOIA Enterprise Tier 4: 70,000-149,999 Population</b>	1	\$19,500.00	\$17,550.00	\$17,550.00
<input type="radio"/> <b>Laserfiche Integration for JustFOIA Enterprise</b>	1	\$3,900.00	\$3,510.00	\$3,510.00
<input type="radio"/> <b>Payment Portal</b>	1	Included	Included	Included
<input type="radio"/> <b>Single Sign-On (SSO)</b>	1	Included	Included	Included
<input type="radio"/> <b>Any &amp; All Document Management</b>	1	Included	Included	Included
<input type="radio"/> <b>Unlimited Admins, Power Users &amp; General Users</b>	1	Included	Included	Included
<input type="radio"/> <b>Unlimited Storage</b>	1	Included	Included	Included
<i>Site Name: Redondo Beach</i>		Included	Included	Included
<i>URL: redondo.justfoia.com</i>		Included	Included	Included
<b>SUBTOTAL - RECURRING ANNUAL SERVICES</b>				<b>\$21,060.00</b>

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 01-162</i>	<i>Total</i>
<b>JustFOIA SERVICE PACKAGES</b>				
<input type="radio"/> <b>Enterprise Implementation</b>	1	\$4,750.00	N/A	\$4,750.00
<input type="radio"/> <b>Configuration of 2 Request Forms</b> <i>• City Records Requests • General Records Requests</i>	1	Included	Included	Included
<input type="radio"/> <b>Payment Portal Configuration</b> <i>for NCR, Authorize.NET, PayPal, NIC, Catalis, or Paymentus payments</i>	1	Included	Included	Included
<input type="radio"/> <b>Single Sign-On Configuration</b>	1	Included	Included	Included
<input type="radio"/> <b>Any &amp; All Document Management Configuration</b>	1	Included	Included	Included
<input type="radio"/> <b>Laserfiche Integration Configuration for</b>	1	Included	Included	Included

<b>SUBTOTAL - ONE-TIME SERVICES</b>		<b>\$4,750.00</b>
<input type="radio"/>	<i>JustFOIA Subscription Proration for 13+ Months</i>	\$3,346.52
<input type="radio"/>	<i>Competitive Replacement Promotion for JustFOIA Subscription Proration</i> <i>Promotion is based on this quote and if the quote changes the promotion amount is subject to change.</i> <i>Expires 4/23/2026</i>	( <b>\$3,346.52</b> )
<b>YEAR 1 ORDER COST (04/23/2026 – 6/20/2027)</b>		<b>\$25,810.00</b>
<b>YEAR 2 ANNUAL SUBSCRIPTION COST (06/21/2027 – 6/20/2028)</b>		<b>\$22,113.00</b>
<b>YEAR 3 ANNUAL SUBSCRIPTION COST (06/21/2028 – 6/20/2029)</b>		<b>\$23,218.65</b>

*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. Company will issue a renewal invoice prior to the expiration of the current Subscription Period. The Annual Services portion of this Addendum shall renew only in accordance with Section 3 of the Agreement. If Client does not remit payment within sixty (60) days after the scheduled renewal date, the Order (and/or applicable Addendum) will terminate in accordance with the Agreement.

For clarity, no subscription, renewal, or continuation under this Addendum shall extend beyond the Agreement expiration date unless the Parties execute a written amendment extending the Agreement term.

**SALES TAX**

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

**TERM**

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

- (a) Thirty (30) days after a party’s receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) 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
- (c) 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
- (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 Company 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 Company for services rendered prior to such Event of Non-appropriation.

Upon termination by Client for any reason other than its own material breach, Company shall immediately cease work and refund to Client any prepaid but unearned professional service fees on a pro-rata basis for Services not performed and Deliverables not provided as of the effective termination date. All refunds, if any, including refunds relating to Recurring Services, shall be governed exclusively by Section 3 of the Agreement. Nothing in this Addendum shall be construed to limit or waive Client’s refund rights under the Agreement.

*[remainder of page intentionally left blank]*

## BILLING

Company will invoice Client as follows:

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

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

## PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within sixty (60) days from the receipt of each invoice. All refunds, if any, including refunds relating to Recurring Services, shall be governed exclusively by Section 3 of the Agreement.

# TECHNICAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

## Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

\***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

\*\***New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

**Note on Hours usage:** JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

# 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.

- Company's completion of a Deliverable to Client shall constitute that Company 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 Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, Company 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, Company 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 Company on retraining, reeducating, or changes in direction.
- 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 Company 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 Company with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

## PRO IMPLEMENTATION

### CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- 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:
  - Create General User and Viewer accounts and respective departments
  - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

### COMPANY TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

## **ENTERPRISE IMPLEMENTATION**

### **CLIENT TASKS & DELIVERABLES**

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Provide additional requirements for the DirectRoute Workflow, if applicable
- 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:
  - Create General User and Viewer accounts and respective departments
  - Create user-created email templates
  - Provide a list of desired dynamic form field(s), keywords and/or external links
- Create General User accounts
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification

### **COMPANY TASKS & DELIVERABLES**

- Deploy site in in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public-facing JustFOIA site and request form(s)
- Lead up to two (2) information-gathering sessions (2 total hours) to understand, guide, and recommend process improvement
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Provide detailed weekly project updates
- Personalize Public Portal with Client branding
- Configure number of request forms defined in the Order and necessary request statuses and workflow task lists
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
  - Conduct requirements gathering (not to exceed 1 hour)
  - Complete testing
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Conduct two (2) additional remote trainings (2 total hours) covering Client's desired topic(s); recordings made available in Training Center
- Configure one (1) DirectRoute Workflow, if required by Client
- Provide technical support through user testing before going live
- Provide quality assurance testing
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

## PAYMENT PORTAL CONFIGURATION

### CLIENT TASKS & DELIVERABLES

- Review [Payment Portal Guide](#)
- Set up an account with a valid Payment Processor (NCR, Authorize.net, PayPal, NIC, Catalis, or Paymentus payments)\*  
*\*Recommended that merchant account application be completed at the time of Company contract execution to avoid project delays.*
- Supply necessary credentials from Payment Processor. Examples include:
  - Client Key
  - Web Key
  - API Identifier
  - Payment Type Name
  - Allowed Payment Method
- Participate in testing process

### COMPANY TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement Payment Portal

## SINGLE SIGN-ON (SSO) CONFIGURATION

### CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with Company to walk through any outstanding setup and Q&A, within the scope of Company responsibilities
- Work with Company to determine what pieces of information will be needed
- Participate in testing

### COMPANY TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
  - Deliver any relevant documentation for connection type to the client
  - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of Company responsibilities
  - Information gathered by client is provided to Company
  - Enterprise Connection is created and established in the JustFOIA system
    - Client tests the connection to validate it is configured and working correctly
- Complete testing

## ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

### CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

### COMPANY TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

## LASERFICHE INTEGRATION CONFIGURATION

### CLIENT TASKS & DELIVERABLES

- IT review and verification of prerequisites/requirements in the [Laserfiche Integration User & Configuration Guide](#)
- Attend all scheduled integration and configuration sessions and respond promptly to requests for information
- Participate in testing

### COMPANY TASKS & DELIVERABLES

- Delivery of installable Common Web Services API (CWS API)
- Conduct remote configuration sessions as required to complete the Laserfiche integration
- Complete testing and training

# COMPANY ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

## WARRANTIES & DISCLAIMERS

COMPANY 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.

### Company 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) Company 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 Company'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. Company 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 Company's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by Company.

### Client Warranties

Client warrants that Company'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 Company to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

## TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

## PROFESSIONAL SERVICES

### CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

### SCHEDULING

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.

## CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without Company's help. Company is not responsible for any damage caused by the user's customization of the system not performed by Company. Company will not be held responsible for correcting any problems that may occur from these customizations.

## **CLIENT INFORMATION TECHNOLOGY ASSISTANCE**

For Company 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.

## **LICENSED SOFTWARE AND SERVICES**

During the term of the Order and any applicable addenda, Company 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 Company.

## **CLIENT RESPONSIBILITIES**

Files and other content that Company 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 Company, 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. Company’s obligations and liability and Client’s rights are limited by the same. Further, Company 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 Company with information. Client retains full ownership of its information, and Company does not assert ownership. These Assumptions do not grant Company any rights to Client’s information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

Company 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 Company to use and process such information solely to the extent necessary to fulfill Company’s obligations. This license also extends to trusted third parties Company 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 Assumptions, Terms & Conditions.

## **INFORMATION SHARING AND DISCLOSURE**

Company may use certain trusted third-party companies and individuals to help Company 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 Company'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 Company. 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 Company, 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 Company 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**

Company 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 Company no longer use Client's information to provide the Solution, Client may request that Company delete its account. Company 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 Company delete Client's information. Please note, however, that there might be latency in deleting information from Company servers and backed-up versions might exist after deletion. In addition, Company does not delete Client information from its server's files that Client has in common with other users, provided that Company'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, Company 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. Company 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. Company 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**

Company 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. Company does not warrant or support products or services not provided by Company, whether or not they are designated by Company 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 Company from time to time. For purposes of the Order, "Certified" shall

describe applications and other products developed and sold by third parties that Company 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 Company 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. Company 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. Company is not responsible for, and Client agrees to hold Company 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, Company 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.