SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into between FACC Services Group, L.L.C., d/b/a Civitek (Hereinafter, "Civitek"), a Florida limited liability company with its principal place of business at 3544 Maclay Boulevard S., Tallahassee, Florida 32303, and Jason Welty, as Clerk of Court, Jefferson County, Florida with its principal offices at 1 Courthouse Circle, Monticello, FL 32344 (hereinafter, "Clerk"). Civitek and Clerk agree that the following terms and conditions will apply to the services provided under both this Agreement and any Statements of Work ("SOW") hereunder.

1. **DEFINITIONS**

    "Administrator User" means each Clerk employee designated by the Clerk to serve as technical administrator of the SaaS Services on the Clerk's behalf. Each Administrator User must complete training as reasonably required by Civitek.

    "Clerk Content" means all data and materials provided by Clerk to Civitek for use in connection with the SaaS Services, including, without limitation, data files and graphics.

    "Documentation" means the user guides, online help, release notes, training materials and other documentation provided or made available by Civitek to the Clerk regarding the use or operation of the SaaS Service.

    "Host" means the computer equipment on which the software is installed, which is owned and operated by Civitek.

    "Maintenance Services" means the support and maintenance services provided by Civitek to the Clerk pursuant to this Agreement and Exhibit B – Support and Maintenance Services, attached to this Agreement.

    "Other Services" means all technical and non-technical services performed or delivered by Civitek under this Agreement, including, without limitation, all other implementation services, customization, integration, data import and export, training and education services but excluding the SaaS Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in a Schedule and mutually agreed to by Civitek and the Clerk.

    "Statement of Work ("SOW")" is a written document attached to this Agreement as Exhibit A – Statement of Work or executed separately by Civitek and the Clerk for the purpose of purchasing SaaS Services and related Other Services under the terms and conditions of this Agreement.

"Software" means the object code version of any software to which the Clerk is provided access as part of the Service, including any updates or new versions.

"SaaS Services" refers to the specific Civitek internet-accessible service identified in the SOW that provides use of Civitek's software that is hosted by Civitek or its services provider and made available to the Clerk over a network on a term-use basis.

"Subscription Term" shall mean that period specified in a SOW during which the Clerk will have on-line access and use of the Software through Civitek's SaaS Services. The Subscription Term shall be renewed for successive 12-month periods unless either party delivers written notice of non-renewal to the other party at least 60 days prior to the expiration of the then-current Subscription Term.

2. **SAAS SERVICES CONDITIONS**

2.1 During the Subscription Term, the Clerk will receive a nonexclusive, non-assignable, royalty free, license to access and use the SaaS Services solely for the Clerk's internal business operations subject to the terms of this Agreement.

2.2 The Clerk acknowledges that this Agreement is a services agreement and Civitek will not be delivering copies of the Software to the Clerk as part of the SaaS Services.

3. **RESTRICTIONS**

The Clerk shall not, and shall not permit any third-party to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than authorized Clerk users, (iii) modify or create derivative works based upon the SaaS Services or Documentation, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the software used to provide the SaaS Services or in the documentation, (v) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law, or (vi) access the SaaS Services or use the documentation in order to build a similar product or competitive product. Subject to the licenses granted herein, Civitek shall own all right, title, and interest in and to the Software, Services, Documentation, and other deliverables provided under this SaaS Agreement, including all modification, improvements, upgrades, derivative works, and feedback related thereto and intellectual property rights therein. The Clerk agrees to assign all rights, title and interest it may have in the foregoing to Civitek.

4. **CLERK RESPONSIBILITIES**

4.1 <u>Assistance</u>. The Clerk shall provide reasonable information and assistance to Civitek to enable Civitek to deliver the SaaS Services. Upon request from Civitek, Clerk shall promptly deliver Clerk Content to Civitek in an electronic file format specified and accessible by Civitek. The Clerk

acknowledges that Civitek's ability to deliver the SaaS Services in the manner provided in this SaaS Agreement may depend upon the accuracy and timeliness of such information and assistance.

4.2 <u>Unauthorized Use; False Information.</u> Clerk shall: (a) notify Civitek immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to Civitek immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by the Clerk or any user.

4.3 <u>Administrator Access.</u> Civitek shall not be liable for any loss of data or functionality caused directly or indirectly by the Administrator Users of Clerk.

4.4 <u>License from Clerk.</u> Subject to the terms and conditions of this SaaS Agreement, the Clerk shall grant to Civitek a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit the Clerk Content solely as necessary to provide the SaaS Services to the Clerk.

4.5 <u>Ownership and Restrictions.</u> The Clerk shall own all rights, title and interest in and to the Clerk data. Civitek retains all ownership and intellectual property rights to the services, Software programs, and anything developed and delivered under the Agreement.

4.6 <u>Suggestions.</u> Civitek shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by the Clerk, including Users, relating to the operation of the SaaS Services.

5**. ORDERS, FEES AND PAYMENT**

5.1 <u>Orders</u> Clerk shall order SaaS Services pursuant to a SOW. All services acquired by the Clerk shall be governed exclusively by this SaaS Agreement and the applicable SOW. In the event of a conflict between the terms of the SOW and this SaaS Agreement, the terms of the SOW shall take precedence.

5.2 <u>Fees</u> The Clerk will pay Civitek the applicable fees as described in the SOW, in accordance with the terms set forth therein.

    5.2.1   <u>Monthly Subscription Fee</u> - The Clerk is granted non-exclusive, non-transferable rights to use the software according to the terms specified in the subscription agreement. Clerks receives all new versions of the software including bug fixes, security updates, and new features as they become available during the subscription period.

    5.2.2   <u>Monthly Hosting Fee</u> - The monthly hosting fee supports the infrastructure and platform services required to host and run the JuryFlex application which include server and

storage management, backup and recovery services, network and security management.

    5.2.3   <u>Monthly Support Fee</u> - The monthly support fee includes the assistance provided by Civitek to the Clerk to ensure effective use and operation of the software which include customer service, technical support, troubleshooting, problem resolution and user and training materials.

The Clerk understands and agrees to annual increases to the Fees described above for maintenance and support based on the following: The increases will be based on a September CPI + 1%, but no less than 3.0% each year to cover the costs of inflation.

5.3 <u>Invoicing and Payment</u>. Unless otherwise provided in the SOW, Civitek shall invoice the Clerk for all fees on the SOW effective date. The Clerk shall pay that invoice and all undisputed invoices within 30 days after the Clerk receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars and must be paid by the Clerk to Civitek in United States Dollars.

Monthly fees described in Section 5.2 will be invoiced to the Clerk on an annual basis.

5.4 <u>Expenses</u>. In addition to the Fees, if applicable, the Clerk shall reimburse Civitek for reasonable out-of-pocket expenses, such as travel, incurred by Civitek in connection with performing the Other Services.

5.5 <u>Taxes</u>. The Clerk shall pay, and shall be responsible for, any applicable taxes payable by the Clerk relating to Civitek's provision of the Services to Clerk. Civitek shall pay and shall be responsible for any taxes based on its net income from the Services.

6. **TERM AND TERMINATION**

6.1 <u>Term of SaaS Agreement</u>. This Agreement shall remain in effect until its termination. The term of each SOW shall begin on the applicable Effective Date and shall continue for the Subscription Term of the SOW. Each SOW shall renew for additional one (1) year periods unless written notice of non-renewal is received by the other party at least 60 days prior to the expiration of the then-current Subscription Term.

6.2 <u>Termination</u>. Either party shall have the right to terminate this Agreement for cause, unless such cause is timely cured as provided below, by providing written notice of termination to the non-compliant party. Such notice shall specify the time, the specific provision of this Agreement or the "for cause" reason that gives rise to the termination. Upon receipt of a notice of termination for cause, except as specifically provided otherwise herein the non-compliant party shall have a period of thirty (30) days to remedy or cure such grounds for termination. Any uncured event of cause shall be an Event of Default.

For purposes of this Agreement, the phrase "for cause" shall mean but not be limited to:

    (a) Modifications or enhancements other than as agreed to by the parties.

    (b) Any material breach or evasion by one party of the terms or conditions of this Agreement and its amendments, if any, including a material breach of warranties.

    (c) Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance or illegal conduct by a party, its officers, or directors.

    (d) A breach of the Confidentiality provisions as contained herein.

6.3 Effect of Termination.

    (a) Upon termination of this Agreement or expiration of the Subscription Term, Civitek shall immediately cease providing the SaaS Services and all usage rights granted under this SaaS Agreement shall terminate.

    (b) If Civitek terminates this Agreement due to a breach by the Clerk, then the Clerk shall immediately pay to Civitek all amounts then due under this Agreement and to become due during the remaining term of this Agreement, but for such termination. (b) If the Clerk terminates this Agreement due to a breach by Civitek, then Civitek shall immediately repay to the Clerk all pre-paid amounts for any unperformed SaaS Services scheduled to be delivered after the termination date.

    (c) Upon termination of this Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

7. **SERVICE LEVEL AGREEMENT**

The Service Level SaaS Agreement ("**SLA**") for the SaaS Services is set forth in Exhibit C – Service Level Agreement, attached hereto. The SLA sets forth Clerk's sole remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

8. **WARRANTIES**

8.1 Warranty. Civitek represents and warrants that it will provide the SaaS Services in a professional manner consistent with general industry standards and that the SaaS Services will perform substantially in accordance with the Documentation. For any beach of a warranty, Clerk's exclusive remedy shall be as provided in Section 6, Term and Termination.

8.2   CIVITEK WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. CIVITEK DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT CIVITEK WILL CORRECT ALL SAAS SERVICES ERRORS. CLERK ACKNOWLEDGES THAT CIVITEK DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY CIVITEK (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER CIVITEK NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL CIVITEK OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CLERK'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

9. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY THE CLERK AND ANY VENDORS HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. INDEMNIFICATION

10.1   <u>Indemnification by Civitek</u>. Subject to the limits of liability in Section 9 of this Agreement, Civitek will defend The Clerk against any claim, suit, demand, or action made or brought against the Clerk by a third party alleging that the Services, or the Clerk's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless the Clerk from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against the Clerk in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any Platform or Service (i) not supplied by Civitek, (ii) made in whole or in part in accordance with the Clerk specifications, (iii) that are modified after delivery, or granting of access, by Civitek, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where the Clerk continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where the Clerk's use of the Services is not strictly in accordance with this Agreement. If, due to a claim of infringement, a Platform or Service is held by a court of competent jurisdiction to be or is believed by Civitek to be infringing, Civitek may, at its option and expense (a) replace or modify such Platform or Service to be non-infringing

provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for the Clerk a license to continue using such Platform or Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and the Clerk's rights hereunder and provide the Clerk a refund of any prepaid, unused fees for such Platform or Service. This Section states the Clerk's sole and exclusive remedies for claims of infringement.

11. CONFIDENTIALITY

11.1   Definition. "**Confidential Information**" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Clerk Content as contemplated by this Agreement, Clerk Content is deemed Confidential Information of the Clerk. Civitek software and Documentation are deemed Confidential Information of Civitek.

11.2   Confidentiality. During the term of this Agreement and for 5 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

11.3   Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required

by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this Agreement and the relationship of the parties but agrees that the specific terms of this Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers, or investors.

12. GENERAL PROVISIONS

12.1 Non-Exclusive Service. The Clerk acknowledges that the SaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Civitek's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Clerk, to other parties.

12.2 Assignment. Neither party may assign this Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this Agreement to an acquirer of all or substantially all of the business of such party to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that such party shall not be relieved of any obligation under this Agreement.

12.3 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, pandemics, communication line failures, and power failures.

12.4 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

12.5 Severability. If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.

12.6 Governing Law and Venue. The substantive laws of the State of Florida shall govern the validity, construction, and performance of this Agreement. The Parties agree that the proper venue for any legal action arising out of this Agreement shall be in a court of competent jurisdiction located in Leon County, Florida.

12.7 Entire Agreement. This Agreement (including all Exhibits or SOWs) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

12.8 Publicity. Civitek may include Clerk's name and logo in its Clerk lists and on its website. Upon signing, Civitek may issue a high-level press release announcing the relationship and the manner in which the Clerk will use the Civitek solution. Civitek shall coordinate its efforts with appropriate communications personnel in Clerk's organization to secure approval of the press release if necessary.

12.9 Compliance with Laws. Civitek shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data

12.10 Dispute Resolution. Clerk's satisfaction is an important objective to Civitek in performing its obligations under this Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such a meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

12.11 Public Records. In accordance with Section 119.0701(2)(b), Florida Statutes, Civitek agrees to comply with Florida public records laws, specifically:

a. To keep and maintain public records required by the Governmental Entity to perform the service described in this Agreement.

b. Upon request from the Governmental Entity's custodian of public records, provide the Governmental Entity 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 term of this Agreement and following completion of the Agreement if Civitek does not transfer the records to Governmental Entity.

d.   Upon completion of the Agreement, transfer, at no cost, to Governmental Entity all public records in possession of Civitek or keep and maintain public records required by the Governmental Entity to perform the service described in this Agreement. If Civitek transfers all public records to Governmental Entity upon completion of the Agreement, Civitek shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Civitek keeps and maintains public records upon completion of the Agreement, Civitek shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to a Governmental Entity, upon request from Governmental Entity's custodian of public records, in a format that is compatible with the information technology systems of the Governmental Entity.

IF CIVITEK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CIVITEK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT JEFFERSON COUNTY CLERK OF COURT, 1 COURTHOUSE CIRCLE, MONTICELLO, FL 32344   (850) 342-0218.

12.12 Counterparts. This Agreement may be executed in multiple counterparts, which may be combined to form one final binding agreement.

12.13 Survival. The provisions of this Agreement that by their terms survive any termination or expiration of this Agreement shall so survive in accordance with their terms. In addition, without limiting the generality of the preceding sentence, Sections 1, 3, 16, 8, 9, 10, 11, 12.3, 12.5, 12.6, 12.10, 12.11, and this Section shall survive any expiration or termination of this Agreement, or any SaaS Services provided hereunder. Expiration or termination shall not affect the obligation of either Party arising prior to termination.

SIGNATURES

Name: Jason Welty_____	**Name:** Melissa Bennefield_____
Title: **Jefferson County Clerk of the Circuit Court and Comptroller__**	**Title:** **Chief Operating Officer_____**
Date: July 29, 2024	**Date:** July 29, 2024
Signature: *Jason L. Welty*	**Signature:** *melissa Bennefield*

EXHIBIT A

EXHIBIT A - STATEMENT OF WORK

(ATTACHED AS A SEPARATE DOCUMENT)

EXHIBIT B
Support and Maintenance Services

Accessing Support:
Customer Support offers several ways to resolve any technical difficulties.

Tickets can be submitted to the Service Center electronically 24 hours a day, 7 days a week via voice message, email (support@flClerks.com), or through the contact us website.

Direct contact to the Service Center is available Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time.

Issue Acknowledgement and Response:
Incidents received during normal business hours will be acknowledged based on priority.

- **Priority 1** - Within 3 business hours
  If an incident affects many users or is a system wide incident where everyone is affected (i.e. a "production down" situation) or if the incident is financial in nature – this receives the highest priority and will be acknowledged and worked on within a three hour response time.

- **Priority 2** - Within 5 business hours
  If an incident affects one user or has minimal impact to operations.

- **Priority 3** - Within 1 business day
  Access requests, etc.

Once the incident has been classified with a priority level, the acknowledgement process begins as defined below:
- Within a minimum of two (2) hours – required to be acknowledged by second tier support
- Within a minimum of four (4) hours – if incident is not acknowledged by second tier support the incident will be reviewed by third tier support.
- Within a minimum of six (6) hours – if incident is not acknowledged by third tier support incident will be reviewed by Support Supervisor.
- If incident is not acknowledged within eight (8) hours (1 business day) the Support Supervisor will notify the Director of Support Services.

EXHIBIT C

SERVICE LEVEL AGREEMENT

The SaaS Services will achieve System Availability (as defined below) of at least 99% during each calendar year of the Subscription Term. "**System Availability**" means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of force majeure in the Agreement), (c) malicious attacks on the system, (d) issues associated with the Clerk's computing devices, local area networks or internet service provider connections. Civitek reserves the right to take the Service offline for scheduled maintenance for which the Clerk has been provided reasonable notice and Civitek reserves the right to change its maintenance window upon prior notice to the Clerk.