

**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 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 the recipient should reasonably understand to be confidential, including information that is marked or otherwise conspicuously designated as confidential, and for NextRequest only, scripts and other tools used in the Service. 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 a description services provided are included in the scope of work attached herein. 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 (with the exception of email connection to Outlook and Gmail, which is a core part of the application and is further detailed in the scope of work attached herein; 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 web-based application and any and all modules utilized to provide the Service are 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 web-based application and modules, including all Intellectual Property rights or moral rights in the web-based application and modules related thereto or created, used, or provided by NextRequest for the purposes of this Agreement, and any other 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 web-based application 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 web-based application 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 web-based application; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the web-based application 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 web-based application, in whole or in part; or (d) defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by the web-based application 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 sublicenseable 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.
- 3.3. **Requester Content.** Requester Content submitted directly by a Requester to NextRequest is governed by the NextRequest Terms of Service attached herein 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. Customer will not disclose to NextRequest or the Service any information that Customer is prohibited by any law or regulation from disclosing.
- 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; (vii) to infringe or misappropriate the Intellectual Property or privacy rights of any person; (viii) to otherwise violate, or promote the violation of, any law or the legal rights of any person; (ix) to impersonate another person; (x) 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 attached herein, 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/terms-of-service> which may be updated from time to time.
- 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 Service 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 by another provision of this Agreement.

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 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 proactively 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 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. **Customer Representations and Warranties.** Customer represents, warrants, and covenants 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 that will be enforceable against Customer in accordance with its terms;

5.5. It has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the Intellectual Property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound;

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 30 days of receiving an invoice from NextRequest.

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.
- 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.
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 3.7 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.
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.
- 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, in addition to any remedy provided in this Agreement or provided in law or equity, 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.

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. NextRequest warrants that the services and any associated entitlements will not materially diminish during the subscription term as a result of any such Update. Next Request shall have no obligation under this Agreement or otherwise to provide 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**

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 THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR 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 NEXTREQUEST OR ANY OF ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER FOR 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 THE PARTIES 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.

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

13. **General**

13.1. **State Agency Piggybacking.** NextRequest agrees to allow Customer and other public agencies in the State of New Mexico to purchase additional items, at the same terms and conditions as this Agreement, excluding pricing and term length, and services to be provided, which will be separately agreed upon NextRequest in a mutually executed Order Form.

13.2. **Governing Law.** This Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of New Mexico, without respect to conflict-of-laws principles.

13.3. **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 successful delivery and receipt date.

- 13.4. **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.
- 13.5. **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.
- 13.6. **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, agreement by email being sufficient. 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.
- 13.7. **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.
- 13.8. **Precedence.** If there is a conflict between the Order Form and this Agreement, then this Agreement will control.
- 13.9. **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.
- 13.10. **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.
- 13.11. **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.
- 13.12. **No Third-party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 13.13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.

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 Service Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest 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. 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 excludes: 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 fee for the Service if contract is renewed.

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 Terms of Service

This website, NextRequest.com (the “Service”) is owned and operated by NextRequest Co. (“NextRequest”, “we”, or “us”). By registering for, using, or accessing the Service, you agree to be bound by these terms of service (“Terms”). If you don’t agree to these Terms, you must discontinue use of the Services. If you have any questions about these terms, please contact us: NextRequest Co., 155 9th Street, San Francisco, CA 94103, support@nextrequest.com.

1. Relationship between NextRequest and Agency

1.1. The Service is a platform that enables cities, municipalities, government agencies, and other entities (“Agencies”) to make documents (“Documents”) available to the public, often pursuant to public records laws and similar laws and regulations. Documents made available on the Service are the sole responsibility of the Agency that publishes them. NextRequest does not represent or warrant the truthfulness, reliability, or accuracy of any Document, or that the Document does not infringe the rights of third parties. NextRequest shall not be responsible for any loss or damage arising out of your access to, use of, or reliance on any Document.

1.2. The decision to disclose or withhold a document is made solely by the Agency. NextRequest is not responsible for the Agency’s compliance with public records laws, privacy laws, or any other applicable law or regulation.

2. Registration, Personal Information, and Privacy

2.1. You are not required to register for an account on the Service to make a request to an Agency. However, if you do not register, you may not have access to certain features or information. For example, if the Agency chooses not to make your request public for privacy or other reasons, you will not be able to view the status of your request via the Service. You will also not be able to use the Service to post replies to Agency activity related to your request via the Service.

2.2. You are also not required to provide an email address to make a request. However, if you do not provide an email address, the Agency will not be able to contact you with follow-up questions regarding your request.

2.3. When you make a request, you are permitted, but not required, to provide personal information, including your name, mailing address, and email address. This information is visible only to the Agency receiving the request and to NextRequest staff providing support to the Agency—we will not use or share any information you provide except as described in our Privacy Policy (<https://nextrequest.com/privacypolicy>), which is incorporated into these Terms.

2.4. You understand that the content of your request may be made public, either at the time you submit it or after being approved by the Agency, therefore you should not include any personal information in the request itself. NextRequest is not responsible if you disclose personal information in your request, or if an Agency discloses your personal information in a response to your request.

2.5. Children under the age of 13 may submit requests to Agencies but are not permitted to register for an account on the Service. If NextRequest learns that a particular request was submitted by a child under the age of 13, it is NextRequest's policy to delete all personal information associated with that request once the Agency closes the request.

3. User Content

3.1. Requests and other information or content submitted by users of the Service ("User Content") is the sole responsibility of the person who provides it, and NextRequest is not responsible for any User Content. NextRequest reserves the right, subject to applicable law and its obligations to its customers, to remove User Content for any reason, including that it violates our Acceptable Use Policy. However, NextRequest has no obligation to monitor, filter, or disable access to any User Content, and shall not be responsible if you encounter objectionable User Content on the Service.

3.2. You retain your rights to any User Content you provide through the Service. You grant to NextRequest a non-exclusive, worldwide, royalty-free, perpetual, license (including the right to sublicense) to use, host, store, cache, reproduce, publish, display, perform, distribute, transmit, adapt, and modify your User Content, in all media now known or later developed, for the purpose of operating, promoting, and improving the Service, and developing new services.

3.3. You represent and warrant that you have all necessary rights and authority to grant the above license to NextRequest. With regard to any third-party content that you submit, you represent and warrant that you have a license to provide the content according these Terms, or that your use is otherwise permissible, for example as fair use.

4. Acceptable Use Policy

4.1. The following conduct is prohibited on the Services:

4.1.1. Illegal activities, including the promotion or solicitation of illegal acts.

4.1.2. Malicious activity or content, such as the transmission of viruses, malware, or any other malicious or destructive code, or activity intended to harm or disrupt the hardware, networks, or infrastructure of NextRequest or any third parties.

4.1.3. Unauthorized Access, including: accessing or attempting to access any non-public interface, system, or functionality of the Service, or testing the Service for vulnerabilities.

4.1.4. Abuse, including threats of violence or harassment of a user through repeated unwanted contact.

4.1.5. Posting anyone's personal or confidential information, such as social security numbers, credit card numbers, street addresses, phone numbers, confidential ID numbers, or account passwords, without their permission.

4.1.6. Account hijacking, including any access to or use of another user's account without their permission.

4.1.7. Child exploitation, including any content or activity that exploits or abuses children.

4.1.8. Spam, including posting unsolicited promotional or commercial content in comments, sending invitations for the purpose of advertising to the recipients, or posting content or links for the purpose of manipulating search or other algorithms.

4.1.9. Intellectual property infringement, including the infringing use of third party trademarks or the unauthorized and unlawful posting of copyrighted content. We respond to reports of copyright infringement as described in the Copyright section of these Terms.

4.1.10. Fraud or impersonation, including any use of the Services to impersonate or deceive others (but excluding parody).

4.2. NextRequest reserves the right, to the extent permitted by applicable law, to remove or prohibit any User Content and to suspend or terminate any user account, whether for violating these Terms or for any other reason.

5. Ownership of the Services

5.1. NextRequest and its licensors shall retain all right, title, and interest to the Service. If you provide any feedback, bug reports, feature requests, or other comments to NextRequest, NextRequest shall be free to use or incorporate these into the Services without any obligation to you. NextRequest shall retain all right, title, and interest to NextRequest's trademarks, branding, logos, and related assets used in connection with the Service, and neither these Terms nor your use of the Service gives you any rights to those assets.

6. Copyright Policy

6.1. NextRequest responds to reports of copyright infringement according to the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"). Our designated agent for copyright infringement notifications and counter-notifications is: Copyright Agent, NextRequest Co., 155 9th Street, San Francisco, CA 94103, copyright@nextrequest.com.

6.2. Reporting copyright infringement

6.2.1. If you believe that any Content on the Service infringes your copyright, please send us a notice containing the following information:

6.2.1.1. identification of the work or material being infringed;

6.2.1.2. identification of the material that is claimed to be infringing, including its location, with sufficient detail so that NextRequest is capable of finding it and verifying its existence;

6.2.1.3. your contact information, including name, address, telephone number, and email address;

6.2.1.4. a statement that you have a good faith belief that the material is not authorized by the copyright owner, its agent, or the law;

6.2.1.5. a statement made under penalty of perjury that the information provided in the notice is accurate and that you are authorized to make the complaint on behalf of the copyright owner; and

6.2.1.6. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.

6.2.2. Infringement notices are not confidential. NextRequest may provide the information contained in a notice to the user who posted the allegedly infringing Content, or to other parties.

6.3. Responding to improper removals

6.3.1. If you believe that Content you posted was wrongfully removed or disabled as a result of a copyright infringement notice, you may notify NextRequest by providing the following information:

6.3.1.1. the specific location of the material that NextRequest has removed or disabled access to;

6.3.1.2. your name, address, telephone number, and email address;

6.3.1.3. a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or the federal district courts located in San Francisco, California if your address is outside of the United States), and that you will accept service of process from the person who provided the original notification of infringement (or an agent of that person);

6.3.1.4. this statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and

6.3.1.5. your signature.

6.4. Removal and termination for infringement

6.4.1. NextRequest will terminate, under appropriate circumstances, the accounts of users who repeatedly use the Service to infringe copyrights. NextRequest also reserves the right, in its sole discretion, to remove allegedly or apparently infringing Content without notice to you.

7. Service Changes and Limitations

7.1. NextRequest may change the Service at any time, without notice to you. NextRequest may also stop providing one or more Service or features, introduce new limits on use of the Service, or change the terms upon which the Service is available.

8. Termination

8.1. You may terminate your account at any time by emailing NextRequest support at: support@nextrequest.com

8.2. We may suspend or terminate your access to the Service at any time and for any reason, including for violations of these Terms. We will make reasonable efforts to notify you if we suspend or terminate your account.

8.3. In the event of termination, the following sections of these Terms shall remain in effect: 1, 2.5, 3, 5, 9, 10, and 11.

9. Disclaimer of Warranties, Limitations of Remedies

9.1. Your access to and use of the Service, Documents, and User Content is at your own risk. YOU UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, NEXTREQUEST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9.2. NextRequest makes no representations or warranties of any kind with respect to the Service, including any representation or warranty that the use of the Service will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system, or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components. NextRequest also makes no representations or warranties of any kind with respect to any Document or User Content. No advice or information, whether oral or written, obtained from NextRequest or through the Service, will create any warranty not expressly made herein.

10. Limitation of Liability

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEXTREQUEST SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

10.2. EACH AGENCY IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE PRIVACY AND PUBLIC RECORDS LAWS. NEXTREQUEST SHALL NOT BE LIABLE FOR ANY DAMAGES THAT ARISE DUE AN AGENCY'S OR USER'S PUBLICATION OF ANY INFORMATION IN VIOLATION OF ANY LAW.

10.3. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NEXTREQUEST OR ITS AFFILIATES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID NEXTREQUEST, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICE GIVING RISE TO THE CLAIM.

12. Miscellaneous Terms

12.1. Modifications to this Agreement. NextRequest may occasionally revise these Terms. You can find the most recent version at <https://nextrequest.com/termservice>. By using the Service after a new version of these Terms becomes effective, you thereby agree to be bound by the revised Terms.

12.2. Choice of Law. These Terms and the relationship between you and NextRequest shall be governed by the laws of the State of New Mexico without regard to its conflict of law provisions and that any and all claims, causes of action, or disputes (regardless of theory) arising out of or relating to the Service, shall be brought exclusively in the courts located in the county of Santa Fe or the U.S. District Court for District of New Mexico. You consent and waive any objection to the jurisdiction of and venue in these courts.

12.3. Authority to Enter Into Agreement. You represent and warrant that you have the legal authority to enter into this agreement and that the performance of obligations under this agreement will not violate any agreement between you and any other person, firm, or organization. If you are entering this agreement on behalf of another person or entity, you represent and warrant that you are authorized to do so.

12.4. Waiver and Severability. Failure by NextRequest to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

12.5. Entire Agreement. These Terms and our Privacy Policy together form the entire and exclusive agreement between you and NextRequest regarding the Service (unless you have a separate written agreement with NextRequest that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between you and NextRequest regarding the Service. There shall be no third party beneficiaries to the Terms.

NextRequest Privacy Policy

NextRequest respects our users' privacy and values the trust you place in us when you use our services and provide us with your personal information. This Privacy Policy describes the information we collect from users of NextRequest, how we use that information, and under what circumstances we are permitted to share that information with third parties. Capitalized terms used in this Privacy Policy have the same meaning as in our Terms of Service attached herein. If you have any questions or concerns regarding privacy using the Services, please contact us at support [at] nextrequest.com.

1. How NextRequest Collects and Uses Information

1.1. Account information. If you register for an account on the Service, we require you to provide an email address and password. We use this information to authenticate you on the Service. We also use your email address to send you notifications related to your account and requests.

1.2. Request information. When you make a request, you may provide your email address, name, phone number, address, and company name along with the request. NextRequest shares this information only with the Agency to which the request is directed. The Agency may disclose this information to other parties at their discretion or as required by law, such as in response to another public records request. We use your email address (if provided) to send you notifications related to your requests.

1.3. Requests and replies. Your requests will be made available to the Agency and to the public, if the Agency chooses to make it public. When you respond to Agency activity related to your request, or otherwise post follow-up information to a request—whether on the Service or in response to email notifications from the Service—these posts are made available to the Agency and to the public, if the request is public. You should not include personal information in the content of your requests or responses.

1.4. Communications with NextRequest

1.4.1. Administrative emails. You may occasionally receive emails or other communications from us in connection with the Service. Some of these, such as administrative communications related to your account (e.g., for password or account recovery), you may not be able to opt out of, except by canceling your account.

1.4.2. Other emails. We may also send you other messages, such as updates about the Service, which you can opt out of, either by changing your account settings or using an “opt out” or “unsubscribe” link in the emails themselves.

1.4.3. Information you provide to NextRequest. If you contact us to request support, suggest a feature, report abuse, or for any other reason, we may use this information to improve the Service, develop new services, and take other actions, such as investigating abuse or illegal activity.

1.4.4. We will never email you to ask for your password or other account information. If you receive such an email, please do not reply, but instead forward it to us immediately at support@nextrequest.com.

1.5. Automatically-Provided Information

1.5.1. The device or software you use to access the Service may provide information to NextRequest automatically, including metadata related to your requests, information about your hardware or software environment, and your IP address.

1.5.2. We may use information about your operating environment, such as the type of device you are using, the operating system you are using, the version of the browser you are using, and your display type and size, to customize the Service for you. We may also aggregate information about our users' operating environments to understand our users' needs, improve the Service, and develop new services.

1.5.3. We may use cookies to improve your experience when using the Service, for example by remembering actions you have taken over the course of a visit to the Service. We never store passwords or personal information in cookies. If you do not wish to have cookies stored by your browser, you can configure your browser to reject or ask you before storing cookies.

1.5.4. NextRequest does not track its users' activity across third-party sites, and does not permit any third-party to collect personal information about our users' activities across websites. The NextRequest website does not respond specifically to "Do Not Track" signals or similar browser-based preferences, because we never enable the tracking of our users.

2. When NextRequest May Share Information

2.1. With Your Consent. NextRequest may share information that you provide as necessary to provide the Service. For example, NextRequest shares any personal information you provide with the Agency receiving your request, and makes your requests (and your follow-up comments on requests) publicly available on the site.

2.2. With Our Service Providers. NextRequest may choose to engage third-party service providers to assist us in operating, enhancing, and improving the Service. These service providers are bound by confidentiality obligations and do not have the right to use any NextRequest user information except as necessary to assist us in providing the Service.

2.3. In Aggregate or Anonymized Form. We may aggregate information about your use of the Services with information about other users in a way that does not identify individual users or their activity. We may share aggregate, anonymous information without restriction.

2.4. For analytics purposes. We use Google Analytics to collect information about use of the Service, such as how often users visit our site, what pages they visit when they do so, and what other sites they used previously. We use this information to improve the Service and to develop new services. Google Analytics collects only the IP address assigned to you on the date you use the Service—we do not provide any other identifying information to Google. Although Google Analytics uses a permanent cookie on your web browser to identify you as a unique user each time you visit this site, the cookie cannot be accessed by anyone but Google. Google's ability to use and share information collected by Google Analytics about your visits to this site is restricted by the Google Analytics Terms of Use and the Google Privacy Policy. You can prevent Google Analytics from recognizing you on return visits to this site by disabling cookies on your browser.

2.5. In the Event of a Business Transfer. If NextRequest or any of our Services is ever acquired by a third party, user information may be among the acquired business assets. Moreover, if we go out of business or

enter bankruptcy, user information could be an asset that is transferred or acquired by a third party. You acknowledge such transfers may occur, and that any acquirer may use your personal information as described in this Privacy Policy.

2.6. For Legal Reasons and to Prevent Harm. We may access, preserve, and disclose any information we reasonably believe, in our sole discretion, is necessary to: (i) satisfy any law, regulation, legal process, governmental request, or governmental order, (ii) enforce this Privacy Policy or our Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security, or technical issues, (iv) protect the safety of any person, or (v) protect NextRequest's rights or property. Nothing in this Privacy Policy is intended to limit any legal defenses or objections that you may have to any request by a third-party (including a government) to disclose your information.

3. Changes to this Privacy Policy

3.1. We may amend this Privacy Policy from time to time, using the process for modifications set forth in our Terms of Service. Use of information we collect is subject to the Privacy Policy in effect at the time that information is collected.

City of Santa Fe (Customer) and NextRequest (NextRequest)

ADDENDUM

INDEMNIFICATION

NEXTREQUEST shall indemnify, hold harmless and defend the CUSTOMER from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any third party suit, judgment, execution, claim, action or demand whatsoever arising from NEXTREQUEST's negligent performance under this Agreement as well as the negligent performance of NEXTREQUEST's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the CUSTOMER in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The CUSTOMER and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

NEXTREQUEST shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the CUSTOMER of Santa Fe. In any action, suit or legal dispute arising from this Agreement, NEXTREQUEST agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CUSTOMER for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CUSTOMER, this Agreement shall terminate upon written notice being given by the CUSTOMER to NEXTREQUEST. The CUSTOMER's decision as to whether sufficient appropriations are available shall be accepted by NEXTREQUEST and shall be final.

RELEASE

NEXTREQUEST, upon acceptance of final payment of the amount due under this Agreement, releases the CUSTOMER, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. NEXTREQUEST agrees not to purport to bind the CUSTOMER to any obligation not assumed herein by the CUSTOMER unless NEXTREQUEST has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

NEXTREQUEST shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. NEXTREQUEST shall furnish the CUSTOMER with proof of insurance of NEXTREQUEST's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CUSTOMER and NEXTREQUEST. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

[Signature Page Follows]

Signature Lines required:

City of Santa Fe:

John Blair
John Blair (Mar 19, 2022 14:22 MDT)

John Blair
City Manager

Date: Mar 19, 2022

NEXTREQUEST:

Robert Sydnor

Robert Sydnor
COO

Date: 2/23/2022

Attest:

Kristine Mihelcic

Kristine Bustos Mihelcic, City Clerk

XIV
XIV

City Attorney's Office:

Marcos Martinez

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy

Mary McCoy, Finance Director