logikcull

Logikcull Subscription Order

Customer: City of Thousand Oaks **Address:** 2100 Thousand Oaks Blvd., Thousand Oaks, CA 91362	

Primary Account Holder	Name: Colleen Hernandez Phone: 805-449-2243 Email: chernandez@toaks.org	
Service Terms	● Logikcull Discovery Solution: drag & drop collection & ingestion, automated processing, ECA & review platform, search capability, unlimited productions & exports ○ Unlimited Users ○ Unlimited Matters ○ 120 GB of re-usable Active Storage data ○ 50 GB of re-usable Archived Storage data ● Premium in-app support with 24/7 coverage ● Enterprise Service Package conditionally waived with execution by no later than June 21, 2023.	Monthly: $3,000
Contract Terms	● Contract Term: 07/01/2023 - 06/30/2026 ● Renewal Date: 07/01/2026 ● This agreement will renew by mutual written agreement. ● Payment Terms: Annual. Net 30 ● Payment Method: Wire, ACH, or Check ● Data (GB) size is based on the post-processed, post de-duplicated high watermark data size. ● Flex Usage for Active Storage over 120 GB will be invoiced at $40 per GB per month, or Customer can elect to increase capacity in discounted bulk data packages. ● Flex Usage for Archive Storage over 50 GB will be invoiced at $20 per GB per month, or Customer can elect to increase capacity in discounted bulk data packages. ● Governed by Master Service Agreement attached hereto	

Master Subscription Agreement

Customer Full Legal Name:	City of Thousand Oaks
Customer Address:	2100 Thousand Oaks Blvd. Thousand Oaks, CA 91362

This Master Subscription Agreement is between Logik Systems, Inc. a Delaware corporation ("**Logikcull**") and the Customer named above. This Agreement is effective as of the last date beneath the parties' signatures below ("**Effective Date**"). Logikcull and Customer will each be referred to individually as a "**Party**" and together as the "**Parties**".

The Parties agree as follows:

1. **DEFINITIONS**

   Capitalized terms not otherwise defined in this Agreement shall have the following meaning:

   a. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

   b. "**Agreement**" means this Master Subscription Agreement and any exhibits, Order Form(s), schedules, and addenda hereto.

   c. "**Customer**" means the customer named above together with its Affiliates (for so long as they remain Affiliates) which have signed Order Forms.

   d. "**Documentation**" means Logikcull's standard information related to the use of the Service, found at https://support.logikcull.com/, and incorporated into this Agreement.

   e. "**Hosted Data**" means all information, documents, images, files or materials uploaded, created, modified, or stored in the Service by Customer or Customer's Users.

   f. "**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

   g. "**Order Form**" means an ordering document or online order specifying the services to be provided hereunder that is entered into between Logikcull and Customer or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

   h. "**Privacy Policy**" means Logikcull's Privacy Policy, found at https://www.logikcull.com/privacy-policy, and incorporated into this Agreement.

   i. "**Service**" means the hosted eDiscovery, legal hold, and document management solution for online storage, sharing and processing of files, documents, materials, images, videos, or other content, including all updates, modifications, and enhancements thereto, as made generally available by Logikcull to its customers.

j. **"Site"** means Logikcull's website located at https://app.logikcull.com.

k. **"User"** means any individual who uses the Service on Customer's behalf or through Customer's accounts or passwords.

2. ACCESS AND USE OF THE SERVICE

a. **Provision of Services**. Logikcull hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12.h.), right to access and use the Service during the Term, solely for use by Users pursuant to this Agreement and the Documentation. In addition, Logikcull will (a) provide applicable support for the Service as described in Exhibit A attached to this Agreement, (b) use commercially reasonable efforts to make the online Service available in accordance with the service level addendum set forth in Exhibit B attached to this Agreement, and (c) subject to Customer's use of the Service in accordance with this Agreement, the Documentation, and Privacy Policy, provide the Service in accordance with U.S. laws applicable to Logikcull's provision of its services to its customers generally (without regard for Customer's particular use of the Service).

b. **Customization**. Customer may request features or functionality not already offered through the Service. If Logikcull determines that such requests are feasible, Logikcull may choose to provide those features or functionalities to Customer for an additional fee pursuant to a separate written statement of work to be executed by the Parties.

c. **Suspension of Service**. Without limiting Logikcull's termination rights herein, Logikcull reserves the right, at any time, in Logikcull's sole and absolute discretion, to temporarily suspend or otherwise deny access to or use of the Service, without incurring obligation or liability, for: (a) emergency maintenance; (b) maintaining the security or integrity of Logikcull's network, hardware, or associated systems or those of Logikcull's third-party providers; (c) unusual spikes in activity or usage of the Service; (d) unplanned technical problems or outages; or (e) judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Logikcull to do so. Logikcull will use reasonable efforts to notify Customer prior to such suspension where feasible.

3. CUSTOMER RESPONSIBILITIES & RESTRICTIONS

a. **Customer Responsibilities**. Customer will be responsible and liable for (i) Users' compliance and noncompliance with this Agreement, Documentation, and applicable laws and government regulations, (ii) all information, instructions and materials provided by Customer or any User in connection with the Service; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services; (iv) the security and use of Customer's and its Users' account access credentials, provided, however, this shall not relive Logikcull of its security obligations under this Agreement; and (v) except to extent caused by Logikcull negligence or willful misconduct, all access to and use of the Service directly or indirectly by or through the Customer's systems or Customer's and Users' account access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Any use of the Service that in Logikcull's reasonable judgment threatens the security, integrity or availability of Logikcull's Services, may result in Logikcull's immediate suspension of the Service. Customer shall use reasonable efforts to make all Users aware of this Agreement's provisions as

applicable to such User's use of the Service, and shall cause Users to comply with such provisions.

b. **Customer Security; Unauthorized Use**. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all account access credentials and protect against any unauthorized access to or use of the Service. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and terminate or mitigate the effects of such unauthorized usage. Customer will notify Logikcull immediately of any actual or threatened unauthorized access or use at security@logikcull.com. Additionally, Customer will provide Logikcull with such cooperation and assistance related to any such unauthorized use as Logikcull may reasonably request.

c. **Hosted Data**. Customer shall control the content and use of Hosted Data, including the uploading or other provision of Hosted Data for processing by the Service and the deletion of the Hosted Data from the Services. Customer shall retain sole responsibility for all Hosted Data, including its content, use and legality, and the means by which Customer acquired the Hosted Data. Logikcull will have no responsibility or liability for the accuracy of data uploaded to the Service by Customer, including without limitation Hosted Data. LOGIKCULL SHALL BEAR NO LIABILITY WITH RESPECT TO HOSTED DATA THAT IS LOST OR DAMAGED AS A RESULT OF THE ACTIONS OF CUSTOMER OR THE ACTIONS OF ANY INDIVIDUAL WHO USES THE SERVICE ON CUSTOMER'S BEHALF OR THROUGH CUSTOMER'S ACCOUNT OR PASSWORDS, WHETHER AUTHORIZED OR NOT, EXCEPT TO THE EXTENT CAUSED BY LOGIKCULL'S ACTS OR OMISSIONS IN VIOLATION OF THIS AGREEMENT.

d. **Restrictions**. Customer shall not use the Service for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Users to: (i) copy, modify, or create derivative works of the Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; (v) use the Service in a manner that comprises the integrity of Service or the confidentiality of other users of the Service; (vi) input, upload, transmit, or otherwise provide to or through the Service or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Malicious Code; or (vii) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

4. **PRIVACY, PROCESSING, AND SECURITY**

a. **Privacy Policy**. This Agreement and use of the Service and Site are subject to the Privacy Policy. The Privacy Policy applies only to the Service and Site, and does not apply to any third-party website or service linked to the Service. Except otherwise set forth in this Agreement, Logikcull shall not disclose Hosted Data to any third party for any purpose other than to provide the Service, support, or related services to Customer.

b. **Protection of Hosted Data**. Logikcull will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Hosted Data, in

accordance with the terms of the security addendum attached as <u>Exhibit C</u> to this Agreement. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Hosted Data (other than by Customer or Users), such as encryption of Hosted Data at rest and in internet transmission (using TLS or similar technologies). Customer acknowledges and agrees that (a) Customer has reviewed Logikcull's administrative, physical, and technical safeguards and other security practices; (b) Logikcull's security practices are in accordance with industry-best practices, the terms of this Agreement and any other written agreement between the Parties, and all applicable law; and (c) Logikcull's security practices are sufficient for Customer's purposes and shall not cause Customer to breach any agreement to which Customer is a party or violate any applicable law. Notwithstanding the terms set forth herein, Customer acknowledges that, regardless of the technical and administrative safeguards Logikcull has implemented, the Services and use of internet-based systems cannot be guaranteed to be 100% secure or error-free.

c. **Data Processing Addendum**. To the extent applicable, the Parties agree to comply with the additional terms and conditions set forth in the data processing addendum found at https://www.logikcull.com/policies/data-processing-addendum and incorporated into this Agreement.

d. **Export and Destruction of Hosted Data**. During the Term or a trial period, Customer will have the ability to export or retrieve Hosted Data from the Service at any time. Within thirty (30) days after the effective date of termination or expiration of this Agreement, Logikcull will make Hosted Data available to Customer for export or download. After such 30-day period, Logikcull will have no obligation to maintain or provide any Hosted Data, and will thereafter delete or destroy all copies of Hosted Data in its systems or otherwise in its possession or control, unless legally prohibited. Customer acknowledges that the Service is not intended to be utilized as a document or file storage system for record retention purposes, and it is the Customer's sole responsibility to ensure it maintains a separate system to retain the Hosted Data as required under its own internal record retention policies or as required under applicable law relating to record retention.

e. **Processing of Hosted Data**. Customer understands and acknowledges that it may submit, upload, or process though the Service a variety of different data types, and any such data may have existing encryption, or automatic image conversion issues. As a result of these potential pre-existing issues, there may be times when: (i) Hosted Data cannot be extracted and processed; (ii) a certain amount of Hosted Data may not be suitable or available for extraction from text, metadata or other information; or (iii) file images may not correctly format when image files are created from native documents for purposes of review or production (collectively, "**Exceptions**"). Such Exceptions may limit the function of any searching, filtering or other analysis of the Hosted Data within the Service.

5. **FEES AND PAYMENT**

a. **Fees**. Customer agrees to pay all fees as specified in an Order Form ("**Fee**"). Upon the expiration of the initial term set forth in each applicable Order Form, Logikcull may increase the Fees by up to 5% for each renewal period referenced in the Order Form, by providing written notice to Customer at least 30 days prior to the commencement of each such renewal term. Fees will be invoiced on an annual basis, unless otherwise indicated on the Order Form. Customer may upgrade its subscription to the Service, if such upgrades are available, at any time to accommodate additional requirements. If the Parties agree to an upgrade, Customer's existing

Fee arrangement will be terminated and replaced by a new prorated Fee arrangement reflecting the upgrades. Customer is responsible for providing complete and accurate billing and contact information to Logikcull and notifying Logikcull of any changes to such information.

b. **Payment Terms**. Customer will have the option of paying by credit card, electronic debit, or being invoiced. All payments are due within seven (7) days of the billing date. If payment is not received in thirty (30) days of the billing date Logikcull reserves the right to suspend the Service until Logikcull receives and processes all payments. If payment is not received at the end of sixty (60) days from the billing date, Logikcull reserves the right to terminate this Agreement and delete all Hosted Data (subject to Section 4(d)). Alternatively, at Logikcull's sole discretion, in the event that payment is late, Logikcull reserves the right to charge interest at the rate of twelve percent (12%) per annum or the highest legal rate, whichever is lower, calculated from the payment due date until the date that full payment is received.

c. **No Refunds.** Except as detailed in Section 11.c., all Fees associated with the Service are non-refundable.

d. **Payment Disputes**. Logikcull will not exercise its rights to suspend or terminate the Service pursuant to Section 5.c. if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

e. **Taxes**. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchase of the Service. If Logikcull has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Logikcull will invoice Customer and Customer will pay that amount unless Customer provides Logikcull with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Logikcull is solely responsible for taxes assessable against it based on its income, property and employees.

6. **PROPRIETARY RIGHTS AND LICENSES**

a. **Reservation of Rights**. Subject to the limited rights expressly granted under this Agreement, Logikcull, its Affiliates, and its licensors reserve all their right, title and interest in and to the Service, including all of their related intellectual property rights. Logikcull reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Service at any time. No rights are granted to Customer under this Agreement other than as expressly set forth in this Agreement.

b. **Ownership of Hosted Data**. Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Hosted Data. Customer grants Logikcull a non-exclusive, royalty-free, worldwide license to perform all acts with respect to the Hosted Data as may be necessary for Logikcull, Logikcull's personnel, and Logikcull's authorized third parties to provide the Service, including, but not limited to, maintenance of the Services and Customer's account, improving search, sorting, and tagging functions, discovery processing efficiency activities, and supporting the integrity of the Service and data processing systems. Subject to the limited licenses granted in this Agreement, Logikcull acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Hosted Data. Customer consents to Logikcull's use of Customer's name and logos in marketing materials, including on the Site, and for other legitimate business purposes.

c. **Feedback**. Customer grants to Logikcull and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users (collectively, "**Feedback**").

d. **Aggregated Statistics.** In the course of providing the Services, Logikcull may monitor Customer's use of the Service and collect and compile statistical data and performance information, analytics, meta-data, or similar information, generated through instrumentation and logging systems, regarding the operation of the Service, including Customer's use of the Service ("**Aggregated Statistics**"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Logikcull. Aggregated Statistics will not include any Hosted Data. Nothing in this Agreement shall restrict Logikcull's right to collect Aggregated Statistic or to use it for any internal business purpose, or in the manner permitted under applicable U.S. law; provided that such Aggregated Statistics do not identify Customer, Users, or Customer's Confidential Information.

e. **Intellectual Property.** Logikcull owns all right, title, and interest in and to the Service and the Site (including without limitation all software used to provide the Service and all graphics, user interfaces, logos, and trademarks reproduced through the Service), Logikcull's Confidential Information (defined below), and the Feedback including all intellectual property rights contained therein. The Service and Site may contain references to other entities' trademarks and service marks, but such references are for identification purposes only and are used with permission of their respective owners. Logikcull does not claim ownership in, or any affiliation with, any third-party trademarks or service marks appearing in the Service or Site. Customer will not use or display Logikcull's trademarks without Logikcull's prior written consent.

7. **CONFIDENTIALITY**

a. **Definition of Confidential Information**. "**Confidential Information**" means, except as otherwise limited under applicable laws, all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Hosted Data; Confidential Information of Logikcull includes the Service; and Confidential Information of each Party includes the terms and conditions of this Agreement (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without breach of this Agreement. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional Logikcull services.

b. **Protection of Confidential Information**. As between the Parties, each Party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the

Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are bound by confidentiality obligations to the Receiving Party containing protections not materially less protective of the Confidential Information than those in this Agreement. Except where required under applicable laws, neither Party will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel and accountants without the other Party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Logikcull may disclose the terms of this Agreement to a subcontractor to the extent necessary to perform its obligations under this Agreement, under terms of confidentiality materially as protective as set forth in this Agreement.

c. **Compelled Disclosure**. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Disclosing Party waives compliance or, if after providing notice and assistance, the Receiving Party remains required by law to disclose the Disclosing Party's Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of legal counsel, the Receiving Party is legally required to disclose.

8. **REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

a. **Representations**. Each Party represents that it has validly entered into this Agreement and has the legal power to do so. Customer represents and warrants that: Customer is and shall at all times remain in compliance with all rules, regulations, and all other applicable law administered by the U.S. Treasury Office of Foreign Assets Control ("**OFAC**") and any other governmental entity imposing economic sanctions and trade embargoes ("**Sanctions Laws**") against designated countries, entities and persons ("**Sanctioned Targets**"). Customer represents and warrants that it is not a Sanctioned Target or subject to any Sanctions Law, and Customer shall not facilitate any transaction in relation to this Agreement which would cause a violation of any Sanctions Law.

b. **Logikcull Warranties**. Logikcull warrants that during Term (a) Logikcull will not materially decrease the overall security of the Service, and (b) the Service will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE AND SITE ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS.

c. **Disclaimers**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LOGIKCULL DOES NOT WARRANT THAT THE SERVICE AND SITE WILL OPERATE WITHOUT

INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE, OR THAT DEFECTS CAN BE CORRECTED. LOGIKCULL MAKES NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OBTAINED THROUGH THE SERVICE AND DISCLAIMS ANY LIABILITY FOR ANY RELIANCE PLACED ON SUCH INFORMATION. CUSTOMER ACKNOWLEDGES THAT THE SERVICE UTILIZES ADVANCED TECHNOLOGIES, WHICH MAY PRODUCE RESULTS THAT ARE NOT ALWAYS ACCURATE OR COMPLETE, AND CUSTOMER WHOLLY AND EXCLUSIVELY ACCEPTS ALL RISKS, RESPONSIBILITIES, AND LIABILITIES ASSOCIATED WITH THE USE OF THE SERVICE, ITS FEATURES, AND ANY RESULTS PRODUCED BY THE SERVICE OR ITS FEATURES. LOGIKCULL IS NOT A LAW FIRM OR AN ATTORNEY, AND NEITHER LOGIKCULL NOR THE SERVICE IS A SUBSTITUTE FOR THE ADVICE OR SERVICES OF AN ATTORNEY. ANY INFORMATION CONTAINED ON THE SERVICE IS NOT LEGAL ADVICE AND MAY NOT BE CORRECT, COMPLETE, OR UP-TO-DATE, AND CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR ENSURING ACCURACY, COMPLETENESS AND CORRECTNESS OF SUCH INFORMATION. NO ATTORNEY-CLIENT RELATIONSHIP OR PRIVILEGE EXISTS OR WILL EXIST BETWEEN LOGIKCULL AND CUSTOMER. ADDITIONALLY, ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND LOGIKCULL EXPRESSLY DISCLAIMS ALL WARRANTIES RELATED TO THE THIRD-PARTY SOFTWARE, MATERIALS OR WEB BROWSERS THAT CUSTOMER MAY NEED TO USE IN CONJUNCTION WITH THE SERVICE OR SITE.

9. **MUTUAL INDEMNIFICATION**

a. **Indemnification by Logikcull**. Logikcull will indemnify, defend, and hold harmless Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Logikcull in writing of, a Claim Against Customer, provided Customer (i) promptly gives Logikcull written notice of the Claim Against Customer, (ii) gives Logikcull sole control of the defense and settlement of the Claim Against Customer, and (iii) gives Logikcull all reasonable assistance, at Logikcull's expense. If Logikcull receives information about an infringement or misappropriation claim related to the Service, Logikcull may in its discretion and at no cost to Customer (A) modify the Service so that they are no longer claimed to infringe or misappropriate, without breaching Logikcull's warranties under "Logikcull Warranties" above, (B) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (C) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the Term. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Service is the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Service or any part thereof with software, hardware, data, or processes not provided by Logikcull, if the Service or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Service under an Order Form for which there is no charge; (4) if the alleged infringement arises from third-party materials or data; (5) if the alleged infringement arises from a modification of the materials other than by or on behalf of Logikcull; (6) if the alleged infringement arises from a failure to timely implement modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Logikcull; or (7) a Claim Against Customer arises from a Customer's breach of this Agreement or the Documentation.

b. **Indemnification by Customer**. Customer will indemnify, defend, and hold harmless Logikcull, its subcontractors, and Affiliates against any claim, demand, suit or proceeding made or brought against Logikcull by a third party (i) alleging that any Hosted Data or Customer's use of Hosted Data with the Service infringes or misappropriates such third party's intellectual property rights or privacy rights, or (ii) arising out of, related to or in connection with Customer's use of the Service in an unlawful manner or in violation of the Agreement and the Documentation (each a "**Claim Against Logikcull**"), and will indemnify Logikcull from any damages, attorney fees and costs finally awarded against Logikcull as a result of, or for any amounts paid by Logikcull under a settlement approved by Customer in writing of, a Claim Against Logikcull, provided Logikcull (A) promptly gives Customer notice of the Claim Against Logikcull, (B) gives Customer sole control of the defense and settlement of the Claim Against Logikcull (except that Customer may not settle any Claim Against Logikcull unless it unconditionally releases Logikcull of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Logikcull arises from Logikcull's breach of this Agreement or the Documentation.

c. **Exclusive Remedy**. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this section.

10. LIMITATION OF LIABILITY

a. **Limitation of Liability**. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES UNDER THIS AGREEMENT FOR THE SERVICE GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

b. **Exclusion of Consequential and Related Damages**. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

a. **Term of Agreement**. This Agreement commences on the Effective Date and continues until all Order Forms entered into pursuant hereto have expired or been terminated ("**Term**").

b. **Termination**. A Party may terminate this Agreement (including each Order Form) for cause (i) upon 30 days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a

petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

c. **Refund or Payment Upon Termination**. If this Agreement is terminated by Customer in accordance with the "Termination" section above, Logikcull will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Logikcull in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Logikcull for the period prior to the effective date of termination.

d. **Surviving Provisions**. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Privacy Policy," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement and the section titled "Protection of Hosted Data" will survive any termination or expiration of this Agreement for so long as Logikcull retains possession of Hosted Data.

12. GENERAL PROVISIONS

a. **Export Compliance**. The Service, other Logikcull technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Logikcull and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

b. **Anti-Corruption**. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

c. **Entire Agreement and Order of Precedence**. This Agreement is the entire agreement between Logikcull and Customer regarding Customer's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) any exhibit, schedule or addendum to this Agreement, (3) the body of this Agreement, and (4) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

d. **Relationship of the Parties**. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

e. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

f. **Waiver**. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

g. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

h. **Assignment**. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a Party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other Party, then such other Party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

i. **Notices**. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the day of sending by email. Notices to Logikcull will be addressed to the attention of legal@logikcull.com; or as updated by Logikcull via written notice to Customer. Billing related notices to Customer will be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer will be addressed to Customer and be clearly identifiable as Legal Notices. All other notices to Customer will be addressed to the relevant Service system administrator designated by Customer.

j. **Governing Law**. This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules.

k. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Customer and Logikcull agree first to try in good faith to settle the dispute by mediation to be held in the city and county of San Francisco and administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration, litigation, or some other dispute resolution procedure. The foregoing process shall not apply to Logikcull's collection of unpaid amounts or to any action by Customer or Logikcull to seek injunctive or other equitable relief.

l. **Venue**. In the event that a dispute cannot be remedied through negotiation, mediation, or other dispute resolution methods, the state and federal courts located in Ventura County, California will have exclusive jurisdiction over any dispute relating to this Agreement, and each Party consents to the exclusive jurisdiction of those courts.

m. **Counterparts**. This Agreement may be executed electronically and in counterparts.

n. **Insurance**. Logikcull will maintain the following minimum insurance levels during the Term of this Agreement and any renewal Term:

i. Commercial General Liability coverage in the amount of $1,000,000.00 per occurrence and $2,000,000.00 in aggregate.

ii. Worker's Compensation Insurance with at least the minimum coverage amounts required by law.

iii. Errors & Omissions Insurance in the amount of $1,000,000 per occurrence and $2,000,000 in aggregate for an extended reporting period of   three (3) years.

iv. Cyberliability Insurance in the amount of $2,000,000 per occurrence and $4,000,000 in aggregate.

This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

Agreement is entered into by and between:

Logik Systems, Inc.:

_____
Andrew Wilson, Chief Executive Officer

Client:
CITY OF THOUSAND OAKS

_____
Kevin McNamee, Mayor

ATTEST:

_____
Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

_____

Andrew P. Powers, City Manager

APPROVED AS TO DEPARTMENT HEAD:

_____

Tracy M. Noonan, City Attorney

APPROVED AS TO FORM:
Office of the City Attorney

_____

Tracy Friedl, Assistant City Attorney

Exhibit List:

Exhibit A – Support Guide

Exhibit B – Service Level Agreement

Exhibit C – Security Guide

This Support Guide ("**Guide**") is subject to, incorporated in, and being entered into pursuant to the Master Subscription Agreement ("**Master Agreement**") between Logikcull and Customer. Any capitalized terms used but not defined in this Guide shall have their meanings set out in the Master Agreement.

1. DEFINITIONS

a. "**Business Hours**" means 5:00 am to 5:00 pm PST, Monday to Friday for Customers in the United States. "Business hours" means 7:00 am to 10 pm BST, Monday to Friday for Customers in the United Kingdom.

b. "**Customer Support Engineer**" means a Logikcull employee or contractor who troubleshoots technical problems encountered by Customer via phone, email, and chat, and provides technical troubleshooting support, and other customer support requests.

c. "**Error**" means a reproducible failure of the Service to perform in substantial conformity with the specifications set forth in the Documentation, whose origin can be isolated to a single cause.

d. "**High Severity**" means an Error that has a material to critical business impact on a production system, resulting in Customer's production system being either down, or functioning at a materially reduced capacity or with materially reduced functionality.

e. "**Incident**" means a support request that begins when Customer contacts Logikcull to report one specific Error and ends when Logikcull either: (a) Resolves the Error; or (b) determines in its reasonable discretion that the Error cannot be Resolved.

f. "**Low Severity**" means an Error that does not rise to the level of Medium Severity or High Severity, questions including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on Customer's production system.

g. "**Medium Severity**" means an Error that has some business impact on a production system, resulting in some non-material functionality or loss on Customer's production system. The Services are usable, but do not provide a non-material function in the most convenient or expeditious manner.

h. "**Resolution Targets**" means Logikcull's internal goals for Resolving Errors, based on the Severity Level of the Incident.

i. "**Resolve**" means the provision of: (a) Services that, in Logikcull's reasonable discretion, correct the Error; (b) information to Customer that corrects the Error; (c) information to Customer on how to obtain a software solution that corrects the Error; (d) notice to Customer that the Error is caused by a known, unresolved issue or an incompatibility issue with the Service; or (e) notice to Customer that the Error has been identified as arising out of or resulting from a Service Exception.

j. "**Premier Subscriber**" means a Customer who has purchased a Premier Support plan, as identified on the applicable Order Form.

k. "**Severity Levels**" means High Severity, Medium Severity, and Low Severity.

l. "**Standard Subscriber**" means a Customer who has purchased a Standard Support plan, as identified on the applicable Order Form.

m. "**Target Response Time**" means Logikcull's internal goals for responding to Incidents, based on the Severity Level of the Incident and Customer's support plan.

2. SCOPE

a. <u>Scope of Services</u>. Logikcull offers two customer support plans: Standard Support and Premier Support. During the Term, Logikcull will use commercially reasonable efforts to Resolve any Incidents reported by Customer as follows:

    i. Logikcull will provide Standard Phone Support, Standard Online Support, Access to Knowledge Base, and an Online Video Onboarding Session ("**Standard Support**") to Standard Subscribers**.**

    ii. Logikcull will provide Premier Phone Support, Premier Online Support, Access to Knowledge Base, a Named Customer Success Manager ("**Named CSM**"), and a Personal Success Kickoff Session ("**Premier Support**") to Premier Subscribers.

3. STANDARD SUPPORT

a. <u>Standard Phone Support</u>. Standard Subscribers will be granted access to the support line (844.363.3347) with call routing to a Customer Support Engineer, exclusively during Business Hours and excluding company holidays.

b. <u>Standard Online Support</u>. Standard Subscribers will be granted the ability to report Incidents through Logikcull's online web form (located at https://support.logikcull.com/) or email (support@logikcull.com). The table below constitutes Logikcull's Target Response Times for Incidents of different severity levels for Standard Subscribers:

Severity Level	First Response	Subsequent Updates
High	4 Business Hours	4 Business Hours
Medium	1 Business Day (9 Business Hours)	1 Business Day (9 Business Hours)
Low	1 Business Day (9 Business Hours)	2 Business Days (18 Business Hours)

c. <u>Access to Knowledge Base</u>. Standard Subscribers will be granted access to online articles for best practices and known issues with the Service.

d. <u>Online Video Onboarding Session</u>. Standard Subscribers will be granted access to a pre-recorded online video session that serves as an introduction to the Service.

4. PREMIER SUPPORT

a. <u>Premier Phone Support</u>. Premier Subscribers will be granted access to the support line (844.363.3347) with priority call routing to a Customer Support Engineer, 24 hours a day, 7 days

a week. Premier Subscribers will be granted Premier Phone Support at unlimited customer locations.

b. <u>Premier Online Support</u>. Premier Subscribers will be granted the ability to report Incidents through our online web form (located at https://support.logikcull.com/) or email (support@logikcull.com). The table below constitutes Logikcull's Target Response Times for Incidents of different severity levels for Premier Subscribers:

Severity Level	First Response	Subsequent Updates
High	1 Hour	2 Hours
Medium	4 Hours	12 Hours
Low	8 Hours	24 Hours

c. <u>Access to Knowledge Base</u>. Premier Subscribers will be granted access to online articles for best practices and known issues with the Service.

d. <u>Named Customer Success Manager</u>. Premier Subscribers will be assigned a Named CSM. Premier Subscribers may engage the Named CSM via email or phone as needed for questions, information requests, support case escalation, or other assistance. The Named CSM will conduct a quarterly business review, which may include sharing product roadmap information, discussing how to apply Logikcull product capabilities to Customer's initiatives, a health check of Customer's usage of Logikcull, and brokering strategic planning discussions between Customer executives and a Logikcull executive sponsor. The Named CSM will act as a liaison across Logikcull to address any business or technical hurdles, coordinate meetings with Logikcull product management or engineering to conduct technical deep-dives or discuss planned product features, and act as Customer's advocate within Logikcull.

e. <u>Personal Success Kickoff Session</u>. Premier Subscribers will be granted access to a live, personalized, in-depth, one-hour session with a Customer Support Engineer to tour the relevant Service.

5. RESOLUTION TARGETS

a. Logikcull's Resolution Targets, regardless of the Customer's status as a Premier Subscriber or Standard Subscriber, shall be as follows:

Severity Level	Resolution Targets
High	**Logikcull will use commercially reasonable efforts to resolve High Severity Error as soon as possible with a target resolution of up to one (1) business day. The resolution will be delivered to Customer as a work- around or as an emergency software fix.**
Medium	**Logikcull will use commercially reasonable efforts to resolve Medium Severity Error within fifteen (15) business days.**
Low	**Logikcull will use commercially reasonable efforts to resolve a Low Severity Error within the next round of standard updates to the Services.**

6. GENERAL TERMS.

a. <u>Reproducing Errors</u>. Logikcull must be able to reproduce Errors in order to Resolve them. Customer agrees to cooperate and work in good faith with Logikcull to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Customer agrees that Customer's Users may be asked to provide remote access to their Logikcull application and/or desktop system for troubleshooting purposes. Reproducible errors that cannot be promptly resolved will be escalated to higher support tiers for further investigation.

b. <u>Access to Customer Data</u>. If required to address Customer's Error, Logikcull may access Hosted Data for the exclusive purpose of addressing Customer's Error. Such access will be made in accordance with Logikcull's security, privacy, and confidentiality policies and procedures as outlined in the Master Agreement and Privacy Policy. In addition, Customer will, upon request, send Logikcull screenshots or share screens with Logikcull via a videoconference or remote session.

c. <u>Effect of Customer Failure or Delay</u>. Logikcull is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform by Customer of any of Customer's obligations under the Master Agreement or this Guide.

d. <u>Time Commitment</u>. Logikcull, in its reasonable discretion, will determine the amount of time it will need to spend to attempt to Resolve any specific Incident.

e. <u>Changes to Customer Support Plans</u>. Logikcull, in its sole discretion, may change any aspect of its Customer Support plans at any time. In the case that a change results in a material reduction or material adverse effect on the support to be rendered to Customer, such material reduction or effect will not take place during the Customer's paid subscription Term.

f. <u>Exclusions</u>. The following services fall outside the scope of this Guide, and Logikcull shall not be compelled to provide such services:

   i. Assistance in developing customizations;

   ii. Assistance with any non-Logikcull products, services, or technologies;

   iii. Assistance with installation, maintenance, or configuration or hardware, including, but not limited to, computers, hard drives, networks, and printers;

   iv. Assistance with Customer-developed software, applications, and code;

   v. Assistance with any software, applications, or code that is developed outside of or in addition not the core Logikcull products;

   vi. Except as otherwise provided in this Guide, training on the product, setup of the product, configuration of the Service, or answering business process questions.

This Service Level Addendum ("**SLA**") is subject to, incorporated in, and being entered into pursuant to the Master Subscription Agreement ("**Master Agreement**") between Logikcull and Customer. Any capitalized terms used but not defined in this SLA shall have their meanings set out in the Master Agreement.

1. **DEFINITIONS**

   a. "**Customer Cause**" means any of the following causes of an Service Level Failure: (a) any negligent or improper use, misapplication, misuse, or abuse of, or damage to, the Service by Customer; (b) any maintenance, update, improvement, or other modification to or alteration of the Service by Customer; (c) any use of the Service in a manner inconsistent with the then-current Documentation; (d) any use by Customer of any third-party products that Logikcull has not provided or caused to be provided to Customer; (e) any use by Customer of a non-current version or release of the Services; or (f) the Customer Systems.

   b. "**Customer Systems**" means Customer's information technology infrastructure, including Customer's computers, software, databases, electronic systems (including database management systems), and networks.

   c. "**Earn Back**" means, following a claimed Service Level Failure, Logikcull revokes or reduces the Service Credits granted to Customer.

   d. "**Service Credits**" means an option, granted to Customer, to extend Customer's subscription for the Service at no additional charge for the specified time period.

   e. "**Service Level Failure**" means a violation of the Uptime Guarantee that results in the issuance of a Service Credit by Logikcull to Customer.

2. **CUSTOMER RESPONSIBILITIES**

   a. In order to qualify for a Service Credit pursuant to this SLA, Customer shall:

   i. Provide information, support, cooperation and any necessary authorizations as required by Logikcull for performing the Services and complying with this SLA. Any information, support, cooperation or authorizations provided by Customer to Logikcull as required to provide the Services and comply with this SLA shall be accurate and timely.

   ii. Comply with all terms of the Master Agreement, including adhering to policies and processes established by Logikcull for reporting Service Level Failures and incidents and prioritizing service requests.

   iii. Pay all Fees and other costs and expenses as required pursuant to the Master Agreement.

3. **UPTIME GUARANTEE AND SERVICE CREDITS**

   a. The Services will be available at least 99% of the time, as measured on a per-minute basis every month, subject to the exclusions set forth below ("**Uptime Guarantee**").

b. Logikcull will make commercially reasonable efforts to promptly notify Customers that register at this site https://app.logikcull.com of any known period of unavailability and a further notice when the Service disruption has ended.

c. Logikcull reserves the right, at any time, in Logikcull's sole and absolute discretion, to temporarily suspend or otherwise deny access to or use of the Service, without incurring obligation or liability under this SLA or the Master Agreement, for: (a) emergency maintenance; (b) maintaining the security or integrity of Logikcull's network, hardware, or associated systems or those of Logikcull's third party; (c) unusual spikes in activity or usage of the Service; (d) unplanned technical problems or outages; or (e) judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Logikcull to do so. Any such interruption shall not be considered in determining whether the Uptime Guarantee has been met.

d. Logikcull's procedures, delivery of Services, and ability to comply with this SLA may be affected by Customer Causes or changes in applicable laws or regulations. In such cases, Logikcull shall bear no responsibility for any directly resulting harm incurred by Customer, and any such harm shall not be considered in determining whether the Uptime Guarantee has been met.

e. Maintenance shall include, but is not limited to, one quarterly (forty-eight hour) planned maintenance window if needed, brief planned maintenance windows (scheduled in advance, as needed), and emergency maintenance windows (critical, unforeseen maintenance needed for the security or performance of the platform). Any such interruption shall not be considered in determining whether the Uptime Guarantee has been met. The timeframes outlined below constitute the quarterly planned maintenance windows:

> Dates: The second weekend in February, May, August, and November
> Start time: Saturday 12:00 AM EST
> Stop time: Monday 12:00 AM EST

Logikcull will make commercially reasonable efforts to provide notice of scheduled maintenance that may materially affect the access and use of the Service at least twenty-four (24) hours in advance.

f. If Logikcull fails to meet the Uptime Guarantee in any calendar month, provided such error did not result from a Customer Cause, Customer will be eligible to receive a Service Credit as specified below, which will be the sole and exclusive remedy for any failure by Logikcull to meet its commitments under this SLA. Customer shall not be entitled to any other rights or remedies set forth in the Master Subscription Agreement or elsewhere for a Service Level Failure.

Monthly uptime percentage	Unpermitted Downtime	Subscription Extension
≥ 98% < 99% uptime	>7 hrs	5 days
≥ 96% < 98% uptime	>14 hrs	15 days
< 96% uptime	>24 hrs	30 days

4. **NOTIFICATION PROCESS**

a. Customer must notify Logikcull at support@logikcull.com within 30 days after the end of the month in which Logikcull allegedly violated the Uptime Guarantee ("**Violation Notification**") in order to receive a Service Credit.

b. For any partial calendar month during which Customer subscribes to the Service, availability and compliance with the Uptime Guarantee will be calculated based on the entire calendar month, not just the portion for which Customer subscribed.

5. **EARN BACK PROCESS**

   a. Logikcull may Earn Back some or all Service Credits granted to Customer for a violation of the Uptime Guarantee as follows:

      i. Within 30 days following Logikcull's receipt of a Violation Notification, Logikcull shall submit to Customer a report including:

         1. Statistics showing Logikcull's performance of the applicable Service for the month in which a Service Level Failure is alleged to have occurred

         2. The type of Service Credits imposed for such Service Level Failures.

   b. If Logikcull's average performance during the relevant month equals or exceeds the Uptime Guarantee, then Logikcull shall be relieved from paying any Service Credits assessed during the relevant month.

Exhibit C – Security Guide

As part of Logikcull's commitment to the protection of Hosted Data, Logikcull maintains information security standards relating to the provision of the Service for its customers, as outlined in this Security Guide ("**Security Guide**"). This Security Guide is subject to, incorporated in, and being entered into pursuant to the Master Subscription Agreement ("**Master Agreement**") between Logikcull and Customer. Any capitalized terms used but not defined in this Security Guide shall have their meanings set out in the Master Agreement. In the event of conflict between this Security Guide and the Master Agreement, this Security Guide shall control.

1. **SECURITY POLICIES**. Logikcull will maintain at a minimum, industry standard security policies designed to apply industry- standard security controls and address applicable risk in order to protect the integrity of the Service and Hosted Data. Such security policies will be communicated and made available to all Logikcull personnel. Logikcull will endeavor to review all security policies no less than annually to ensure currency with changes to the risk environment.

2. **LOGIKCULL PERSONNEL**. Logikcull will conduct appropriate background checks, including criminal background checks, for all personnel prior to granting access to Hosted Data. Logikcull personnel will be required to sign confidentiality agreements prior to being granted access to Hosted Data. Logikcull personnel who have a need to access Hosted Data in order for Logikcull to provide the Services to Customer, or as otherwise permitted under the Master Agreement, will complete security and privacy awareness training on an annual basis. Logikcull will maintain procedures for monitoring personnel compliance with Logikcull's policies, including procedures for corrective and disciplinary actions, as necessary and appropriate.

3. **ACCESS CONTROL**. Customer is responsible for managing access to its Service account, including granting and removing access and configuring permissions. Customer is responsible for monitoring access and permissions for its Users, including timely access revocation for identified high risk personnel or terminated personnel. Logikcull will operate access controls to restrict access to Hosted Data to its internal authorized personnel who have a need to access Hosted Data in order for Logikcull to provide the Services to Customer, or as otherwise permitted under the Master Agreement. Logikcull will monitor its personnel's access and permissions to ensure currency and access control procedures.

4. **PASSWORD SECURITY.** Logikcull will maintain policies designed to ensure password security, including but not limited to maintaining minimum password complexity requirements, password age restrictions and the enforcement of multi-factor authentication.

5. **USER IDENTIFICATION, AUTHORIZATION, AND TRACKING**. Users' identifiers will be unique. Logikcull will use industry standard secure mechanisms for verifying identity and authorization access to Hosted Data. Access logs will be retained in accordance with Logikcull's retention policy, or as otherwise required by applicable law.

6. **SESSION CONTROL**. Logikcull will implement session control standards to reduce the risk of compromised user sessions.

7. **DATA PROCEDURES.** Data will be classified and identified by data class. Hosted Data will be retained only as necessary to provide the Services pursuant to the Master Agreement and not more than 60 days post account termination. Hosted Data will be retained in system backups until such

Hosted Data is deleted in the ordinary course; provided not all Hosted Data in such system backups may be recoverable. Logikcull will maintain controls to help to ensure the integrity of the Hosted Data. Data will be encrypted at rest and in transit using industry standard encryption protocols (using AES-256 bit-encryption at rest and TLS 1.2 in transit or stronger). Subject in all respects to the terms of the Master Agreement and Customer's control over deletion of Hosted Data, Logikcull will use secure data deletion mechanisms to help ensure that data is securely deleted and non-recoverable post-deletion action.

8. **RISK MANAGEMENT**. Logikcull will conduct risk assessments no less than annually to identify risk to the security and integrity of the Hosted Data. Risk ratings will be applied based on the potential impact and likelihood of occurrence. Risk will be tracked and remediated in accordance with the applicable criticality and prioritization.

9. **PHYSICAL SECURITY**. The Service is a cloud-hosted service that relies on its cloud providers for providing appropriate physical security measures. Logikcull will require its hosting providers to comply with ISO 27001, HIPAA, and SOC. Logikcull will annually reassess its hosting providers' continued compliance with these obligations. Logikcull will maintain policies and procedures for the hardening, distribution, inventory tracking, monitoring, reuse and destruction of media and devices.

10. **CHANGE MANAGEMENT**. Logikcull maintains a change management policy that is reviewed at least annually and approved by management designed to ensure that all changes comply with Logikcull's security policies, service integrity is sustained and risks are properly managed.

11. **BUSINESS CONTINUITY AND SERVICE RESILIENCY**. Logikcull will maintain business continuity and disaster recovery plans that are tested no less than annually and updated in accordance with test findings and applicable changes to the risk environment.

12. **VULNERABILITY AND THREAT MANAGEMENT**. Logikcull will maintain processes and procedures for identification and mitigation of vulnerabilities and threats to the Hosted Data.
   a. *Vulnerability Scanning-* Logikcull will run monthly vulnerability scans of its production environment. Critical findings will be prioritized and all other findings will be monitored for remediation through standard patch cycles.
   b. *Penetration Testing-* Penetration testing will be executed at least annually. A summary report of the test results will be made available to Customer upon request.
   c. *Patch Management-* Logikcull will maintain a patch management program. High risk systems will be patched on a monthly basis. Quarterly patching procedures will be applied for non-internet facing system components where rapid patching may present operational risk.

13. **SECURITY INCIDENT AND BREACH RESPONSE**. Logikcull will maintain incident and breach response protocols. Responsible parties will be identified, and responsibilities properly communicated. In the event of a data breach of the Services, Logikcull will communicate breaches to Customer (if impacted) in a timely manner in accordance with Logikcull's applicable policies, industry standard and regulatory requirements.

14. **AUDIT REPORTS**. Upon Customer's request, and subject to the confidentiality restrictions set forth in the Master Agreement, Logikcull will provide executive summaries of its annual SOC 2 audit reports and annual penetration test result.

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