

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 23264

INITIAL JUSTFOIA SUBSCRIPTION ORDER

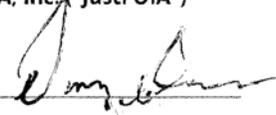
Pursuant to Master Services Agreement No. 23264 ("**Agreement**"):

This Initial JustFOIA Subscription Order, designated as Addendum No. 1 is entered into as of _____, 2021 ("**Addendum Effective Date**"), by and between JustFOIA and Customer and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

JustFOIA, Inc. ("JustFOIA")

CITY OF POMPANO BEACH ("Customer")

Signed: 

Signed: _____

Name: Donald Barstow

Name: _____

Title: President and CEO

Title: _____

Date: 9.7.2021

Date: _____

PRICING



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

Ship and Bill to: Kervin Alfred
kervin.alfred@copbfl.com

Client Name: City of Pompano Beach
Order Number: 20914
Order Type: New JustFOIA System

Order Date: August 12, 2021
Subscription Period Start Date: September 26, 2021
Subscription Period End Date: September 25, 2024

Product Description:	Qty.	Unit Cost	Total
JustFOIA ANNUAL SUBSCRIPTION			
<input checked="" type="checkbox"/> JustFOIA Subscription City Pricing Tier 4: 70,000 - 149,999	1	\$9,300.00	\$9,300.00
<input checked="" type="checkbox"/> 500 GB of Storage	1	Included	Included
<input checked="" type="checkbox"/> Payment Portal Subscription	1	\$1,395.00	\$1,395.00
<input checked="" type="checkbox"/> Training Center for JustFOIA	1	\$1,395.00	\$1,395.00
<input checked="" type="checkbox"/> 3-Year Discount - JustFOIA Recurring Subscription Services <i>Discount is based on this quote and if the quote changes the discount amount is subject to change.</i>	1		(\$2,790.00)
JustFOIA Annual Recurring Subscription Subtotal			\$9,300.00

GRAND TOTAL - RECURRING ANNUAL SUBSCRIPTION	\$9,300.00
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Service Description:	Qty.	Unit Cost	Total
JustFOIA SERVICE PACKAGES			
<input checked="" type="checkbox"/> Standard Implementation <i>Detailed Project Plan, Up to 3 Business Processes, Security Configuration for Up to 50 Staff Members, Not to Exceed 6 Hours of Remote User and Administrative Training, 2 Remote Process Analysis Sessions, and Configuration of Up to 4 Email Template. Excludes Structured Workflow Configuration and Implementation.</i>	1	\$4,440.00	\$4,440.00
<input checked="" type="checkbox"/> Online Payment Portal Setup	1	\$370.00	\$370.00
Service Packages Subtotal			\$4,810.00

GRAND TOTAL - ONE-TIME SERVICES	\$4,810.00
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YEAR 1 ORDER COST	\$14,110.00
YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST	\$9,300.00
YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST	\$9,300.00
TOTAL COST	\$32,710.00

All Quotes are Valid for 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will systematically renew unless written notice of termination has been provided per the Master Agreement, at an amount equal to 105% of the prior year's billed amount.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All Service Packages include remote time due to COVID-19. If circumstances change to allow onsite services to be performed, a new quote must be requested.

PRICING & BILLING TERMS

BILLING

JustFOIA will invoice Customer as follows:

Product/Service Description	Timing of Billing
All Recurring Annual Subscription and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon providing Customer online access to the Solution.▪ Annual Renewal: 75 days in advance of expiration date.
Service Packages	<ul style="list-style-type: none">▪ Upon delivery completion and Customer acceptance.

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

MULTI-YEAR BILLING SCHEDULE

Year	Amount Due
9/26/2021 - 9/25/2022	\$14,110.00
9/26/2022 - 9/25/2023	\$9,300.00
9/26/2023 - 9/25/2024	\$9,300.00
Total	\$32,710.00

Customer hereby represents, warrants and covenants to JustFOIA that: (a) Customer reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (b) Customer intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of this Order, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law.

If Customer chooses to terminate this Order before its scheduled Subscription Period End Date per the terms of the Master Agreement, Customer will be responsible for paying JustFOIA all sums due and to become due under this Order through the Subscription Period End Date; unless, Customer's basis for termination is due to their inability to obtain sufficient appropriated funds from the Customer's governing body to pay all amounts due to JustFOIA during Customer's current fiscal period.

TECHNICAL & PROACTIVE SUPPORT

JustFOIA offers both technical, proactive, and supplemental support options, covering additional training and assistance to administrators and users.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided by email or telephone during business hours of 8:00 a.m. to 8:00 p.m. Eastern Time. Customer can designate several individuals to be technical support contacts. There is no limit on the number of technical support calls that can be made. Customers may contact JustFOIA support through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633). JustFOIA customers receive the following benefits:

- Free software updates
- Periodic user webinars
- Embedded system help files
- Technical bulletins and newsletters
- Email/Phone Support (see below)

PROACTIVE SUPPORT

JustFOIA's dedicated Customer Success Specialist will continue to assist with post-implementation customer success, serving as a resource for questions and answers and throughout the year to discuss optimal system usage and ensure satisfaction.

ADMINISTRATION ASSISTANCE

Pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. The number of hours will expire on the same date as the Subscription Period End Date. Administration Assistance can be used for the following:

ADDITIONAL TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

SUPPLEMENTARY SYSTEM SET UP CONSULTATION

JustFOIA offers additional best practices consultation that includes recommendations for adding additional departments, statuses, templates, etc.

CONFIGURATION SERVICES

Basic configuration services and maintenance of existing complex workflows.

SERVICE PACKAGES

STANDARD IMPLEMENTATION

CUSTOMER REQUIREMENTS

- Provide a mapped out/narrative of current business process and requirements
- Fill out configuration form
- Attend Admin and Power User training
- Training of basic users
- User Acceptance testing

JustFOIA TASKS & DELIVERABLES

- Lead project Kickoff Call to identify implementation milestones
- Lead a remote information-gathering session to understand, guide, and recommend process improvement
- Establish and configure initial user security credentials and roles for up to 50 employees
- Configure three (3) business process forms and necessary workflow statuses
- Set up current departments and observed holidays
- Configure four (4) email templates and request web pages related to the processes
- Configuration and training for purchased platform add-ons
- Provide Technical support through user testing before going live
- Conduct Remote Administrative trainings (not to exceed two (2) hours total); recordings made available in Training Center
- Conduct Remote Power User trainings (not to exceed four (4) hours total); recordings made available in Training Center
- Deploy site in the Microsoft Azure Government Cloud
- Handoff to Customer Success and Support Teams
- Provide Go-Live Marketing press kit

ONLINE PAYMENT PORTAL SET UP

CUSTOMER REQUIREMENTS

- Set up an account with a valid Payment Processor (JetPay/NCR, PayPal or Authorize.net).
- Supply credentials from Payment Processor
 - Client Key
 - Web Key
 - API Identifier
 - Payment Type Name
 - Allowed Payment Method

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure and implement online payment portal
- Complete testing and training

DEFINITIONS

To determine which modules are applicable, please refer to the [Pricing](#) section. Your specific implementation may not include all modules described below.

PAYMENT PORTAL

JustFOIA integrates with Authorize.net, PayPal and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

JustFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification, as well as enhanced rollouts of new features and functionality. It is subscribed to by most customers and provides an easy, cost-effective way for all users in Customer's organization to access training videos and certification courses. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expenses
- Caters to all skill levels from Basic Users to System Administrators
- Unlimited access for Customer's entire organization
- JustFOIA Certifications Courses
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized with fully-indexed, recorded training sessions

ASSUMPTIONS

SIMPLE HARDWARE/SOFTWARE REQUIREMENTS

The Solution is web-based, and therefore has no server-side hardware components. End-user access is provided through a web interface, which means no Customer-side software is required. The following browsers are supported: Microsoft Internet Explorer version 10 or higher; Microsoft Edge, most recent stable version; Google Chrome, most recent stable version; Mozilla Firefox, most recent stable version; Apple Safari most recent stable version.

USE OF ASANA

Through the course of this project, JustFOIA may choose to utilize the third-party service Asana (<http://asana.com/>) for project management and team collaboration. Documentation and correspondence exchanged between JustFOIA and Customer may be stored in Asana. Customer acknowledges that Asana is responsible for secure storage of this documentation, and agrees that Asana's security guidelines located at <https://asana.com/trust> are acceptable for the storage of Customer's data and correspondence exchanged with JustFOIA.

INFORMATION & PRIVACY

By using the Solution, Customer will be providing JustFOIA with information. Customer retains full ownership to its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Customer's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Customer's permission to handle its information as directed, for example, hosting files, or sharing them. Customer is giving JustFOIA the authority needed to do those things solely to provide the Services. This permission also extends to trusted third parties JustFOIA works with to provide the Services.

To be clear, aside from the rare exceptions identified in our Privacy Policy, no matter how the Services change, JustFOIA will not share your content with others, including law enforcement, for any purpose unless directed by Customer.

Customer is solely responsible for its conduct, the content of its files, and its communications with others while using the Services. For example, it is Customer's responsibility to ensure that it has the rights or permission needed to comply with these Terms.

CUSTOMER RESPONSIBILITIES

Files and other content in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless Customer has the right to do so. Customer, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded or otherwise use while using the Services. Customer must not upload malware or any other malicious software to the Service. Customer is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to the Solution.

ACCOUNT SECURITY

Customer is responsible for safeguarding the passwords that are used to access the Services and agrees not to disclose passwords to any third party. Customer is responsible for any activity using its account, whether or not it authorized that activity. Customer should immediately notify JustFOIA of any unauthorized use of your account. Customer acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Customer's responsibility to use a secure network to communicate with the Solution.

ACCEPTABLE USE POLICY

Customer agrees that it will not misuse or attempt to misuse the Services, and that the Services will only be used in a manner consistent with the Order. Due to the intended use of the Solution being focused on “Open Records” Requests, JustFOIA assumes that only public and non-confidential data will be uploaded to the solution.

OTHER CONTENT

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website availability, accuracy, the related content, products, or services. Customer is solely responsible for its use of any such websites or resources. Also, if JustFOIA provides you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source provisions will apply.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third party companies and individuals to help us provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution’s features). These third parties may have access to Customer’s information only for purposes of performing these tasks on our behalf and under obligations similar to those in this Privacy Policy.

DATA RETENTION

JustFOIA will retain Customer’s information for as long as its account is active or as needed to provide the Solution. If Customer wishes to cancel its account or request that JustFOIA no longer use Customer’s information to provide the Solution, Customer may request for JustFOIA to delete its account. JustFOIA may retain and use Customer’s information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, JustFOIA will try to delete Customer’s information quickly upon request. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete from its server’s files that Customer has in common with other users.

JustFOIA IS AVAILABLE “AS-IS”

Though JustFOIA wants to provide a great service, there are certain things about the Solution we cannot promise. For example, the Solution is provided “as is”, at Customer’s own risk, without express or implied warranty or condition of any kind. JustFOIA also disclaims any warranties of merchantability or fitness for a particular purpose. JustFOIA will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Solution. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to Customer.