

Master Subscription Agreement

Effective Date: March 3, 2026

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This Master Subscription Agreement ("Agreement") is a legal contract between the entity identified in the applicable order form or trial registration ("Customer") and Social News Desk, Inc. dba CivAll ("CivAll," "we," "us," or "our").

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1. Definitions

1.1. **"Agreement"** means this Master Subscription Agreement, including all referenced policies, schedules, and order forms.

1.2. **"Authorized User"** means any individual whom Customer permits to access the Platform under Customer's account. Authorized Users may include Customer's employees, contractors, and agents.

- 1.3. **"Customer"** means the entity that enters into this Agreement with CivAll, typically a government agency, municipality, or public-sector organization.
- 1.4. **"Customer Data"** means all data, content, and materials that Customer or its Authorized Users upload, submit, or transmit through the Platform, including configuration settings and administrative content.
- 1.5. **"Citizen Data"** means information collected from or about End Users (members of the public) through Customer's use of the Platform, including but not limited to contact information, form submissions, engagement records, and communication preferences.
- 1.6. **"End User"** (also referred to as "Citizen") means any member of the public who interacts with Customer's services through the Platform, such as residents, constituents, or community members.
- 1.7. **"Products"** means the distinct functional components and offerings of the Platform, as described in Section 2.1.
- 1.8. **"Platform"** means the CivAll web-based civic engagement platform, including all Products, features, integrations, and associated documentation.
- 1.9. **"Subscription"** means Customer's right to access and use the Platform and selected Products during the Subscription Term, as specified in an order form.
- 1.10. **"AI Features"** means any Platform functionality that uses artificial intelligence or machine learning, including content suggestions, automated drafting, translation, summarization, and analytics.
- 1.11. **"Sub-processor"** means any third-party service provider that processes Customer Data or Citizen Data on CivAll's behalf in connection with the Platform.
- 1.12. **"Third-Party Platform"** means any third-party social network, messaging service, advertising service, or other external service or platform (such as X/Twitter, Meta, or similar) whose application programming interfaces (APIs), services, or access CivAll uses to provide one or more Integrations or features of the Platform. A Third-Party Platform to which Customer directs content or data through its use of the Platform is an integration partner selected by Customer and is not a Sub-processor.
- 1.13. **"Integration"** means a feature or capability of the Platform that connects to, exchanges data with, or otherwise relies upon a Third-Party Platform.
- 1.14. **"Add-On"** means an optional Product, feature, or capability that Customer may purchase for an additional fee as specified in an order form. Add-On fees may be fixed or usage-based and may reflect Third-Party Platform Fees.
- 1.15. **"Third-Party Platform Fees"** means any fees, charges, or costs imposed by a Third-Party Platform for access to or use of its APIs, services, or platform, including per-message, per-post, per-transaction, or volume-based charges.
- 1.16. **"Product Schedule"** means a schedule of terms specific to a particular Product, made available by CivAll and incorporated into this Agreement when that Product is included in an order form.
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2. Platform and Services

2.1. Platform Products

The CivAll platform consists of Products that may be subscribed to individually or in combination. Available Products and their descriptions are published at <https://www.civall.com/platform>. Customer's access to specific Products is determined by the applicable order form. Terms specific to certain Products are set out in the applicable Product Schedule, which is incorporated into this Agreement when that Product is included in an order form.

2.2. AI Features Disclosure

Certain Platform features use artificial intelligence and machine learning to assist with content drafting, translation, summarization, and analysis. AI Features are designed to augment — not replace — human decision-making. All AI-generated content should be reviewed by an Authorized User before publication. CivAll does not guarantee the accuracy, completeness, or appropriateness of AI-generated output.

2.3. AI Data Use Restriction

CivAll does not use Customer Data or Citizen Data submitted to AI Features to train artificial intelligence or machine learning models.

2.4. Implementation and Onboarding

CivAll provides implementation assistance and onboarding for new Customers, including account configuration, data import support, and training. Implementation scope and timelines are detailed in the applicable order form or statement of work.

2.5. Support

CivAll provides technical support as described in the SLA (Section 10). Support hours, channels, and emergency support availability are defined in the SLA.

2.6. Third-Party Services

The Platform relies on third-party service providers for certain functionality, including cloud hosting, message delivery, payment processing, and AI capabilities. CivAll exercises reasonable care in selecting and monitoring its third-party providers but does not control their operations. Failures or outages of third-party services are addressed under the SLA exclusions and the force majeure provisions in Section 18.3. Integrations with Third-Party Platforms are further governed by Section 2.8.

2.7. Platform Evolution

CivAll may update and improve the Platform from time to time. CivAll will not materially reduce the core functionality of Products to which Customer has an active Subscription without providing at least sixty (60) days' advance written notice. This Section 2.7 does not apply to the modification, suspension, or discontinuation of Integrations or features that depend on a Third-Party Platform, which are governed exclusively by Section 2.8.

2.8. Third-Party Platforms and Integrations

(a) Dependence on Third-Party Platforms. Certain Platform features are Integrations that connect to or depend upon Third-Party Platforms. Third-Party Platforms are independent of CivAll and operate outside CivAll's control. CivAll does not control, and is not responsible for, the availability, functionality, terms, or pricing of any Third-Party Platform.

(b) Changes by Third-Party Platforms. A Third-Party Platform may, at any time and without CivAll's consent, change, limit, suspend, deprecate, or discontinue its APIs, services, features, or access; modify its terms of use; or impose new or increased Third-Party Platform Fees. CivAll cannot and does not guarantee the continued availability, functionality, or pricing of any Integration.

(c) CivAll's Right to Modify or Discontinue Integrations. CivAll may modify, suspend, restrict, or discontinue any Integration or Third-Party-Platform-dependent feature, in whole or in part, including where a Third-Party Platform changes, limits, deprecates, re-prices, or terminates its services or access, imposes Third-Party Platform Fees, or where continued provision becomes commercially impracticable or inconsistent with the Third-Party Platform's terms. CivAll will provide Customer with as much advance notice as is reasonably practicable under the circumstances; where a Third-Party Platform imposes a change on short notice, CivAll's notice to Customer may be correspondingly short.

(d) No Breach. Any modification, suspension, or discontinuation of an Integration or Third-Party-Platform-dependent feature in accordance with this Section 2.8 is not a breach of this Agreement, does not constitute a material reduction of core functionality for purposes of Section 2.7, and does not give Customer a right to terminate this Agreement for cause under Section 17.2.

(e) Workaround and Limited Remedy. If a modification, suspension, or discontinuation of an Integration or Third-Party-Platform-dependent feature under this Section 2.8 causes Customer to lose substantial functionality, CivAll will use commercially reasonable efforts to provide a workaround or a materially equivalent alternative. If CivAll does not provide a workaround or materially equivalent alternative within thirty (30) days, and the lost functionality is material to Customer's use of the affected Product, then, as Customer's sole and exclusive remedy:

(i) Separately priced. If Customer pays a separately identified fee or Add-On fee for the affected Integration or feature, CivAll will refund, on a pro-rata basis, any prepaid fees allocable to it for the remainder of the then-current Subscription Term; or

(ii) Included in the Subscription. If the affected Integration or feature is included in Customer's Subscription without a separately identified fee, then, at Customer's election, CivAll will either: (A) provide a proportionate reduction or credit of the Subscription fees for the affected Product that reflects

the reduced value for the remainder of the then-current Subscription Term; or (B) permit Customer to terminate the affected Product (but not the entire Agreement) and receive a pro-rata refund of any prepaid fees allocable to that Product for the remainder of the then-current Subscription Term.

The remedies in this Section 2.8(e) are Customer's sole and exclusive remedies for the modification, suspension, degradation, or discontinuation of an Integration or Third-Party-Platform-dependent feature, and do not entitle Customer to terminate the Agreement as a whole or to recover any other damages.

3. Account Registration and Access

3.1. Registration. Customer must register for an account to use the Platform. Customer agrees to provide accurate, current, and complete registration information and to keep this information updated.

3.2. Account Administrator. Customer must designate at least one Account Administrator who is responsible for managing Authorized Users, configuring Platform settings, and serving as the primary point of contact with CivAll.

3.3. User Credentials. Customer is responsible for maintaining the confidentiality of all user credentials associated with its account. Customer must immediately notify CivAll of any unauthorized use of its account or any other security breach.

3.4. User Limits. Customer's Subscription may include a limit on the number of Authorized Users. Customer may not exceed the Authorized User limit specified in its order form without purchasing additional user capacity.

3.5. Access Controls. The Platform provides role-based access controls (RBAC) that allow Customer to assign different permission levels to Authorized Users. Customer is responsible for configuring and maintaining appropriate access controls.

4. Free Trial

4.1. Trial Period. CivAll may offer a free trial of the Platform for a period of fourteen (14) days ("Trial Period"). No credit card or payment information is required to begin a trial.

4.2. Trial Scope. During the Trial Period, Customer may access the Platform and selected Products for evaluation purposes. Trial access may include limitations on features, storage, or usage volume.

4.3. No Obligation. The Trial Period does not create any obligation for Customer to purchase a Subscription. Customer may cancel the trial at any time for any reason.

4.4. Trial Data. If Customer does not purchase a Subscription within thirty (30) days after the Trial Period ends, CivAll will provide a ninety (90) day data export window during which Customer may export any

data uploaded during the trial. After this window closes, CivAll will permanently delete all Customer Data and Citizen Data associated with the trial account.

4.5. **Trial Disclaimer.** The Platform is provided during the Trial Period on an "as is" basis. CivAll makes no warranties and offers no service level commitments during the Trial Period.

5. Subscription Terms, Pricing, and Payment

5.1. Subscription Term

Subscriptions are offered on an annual commitment basis unless otherwise specified in an order form. The initial Subscription Term begins on the date specified in the applicable order form ("Subscription Start Date").

5.2. Pricing

Subscription fees are based on the Products selected, the number of Authorized Users, and other usage parameters specified in the applicable order form. CivAll's current pricing is available upon request.

5.3. Payment

(a) Fees are invoiced annually in advance unless otherwise agreed in writing. Payment is due within thirty (30) days of invoice date, unless a different payment schedule is specified in the order form.

(b) Payments are made by check, ACH, or wire transfer, or by such other payment method as the parties agree in the applicable order form.

5.4. Taxes

All fees are exclusive of taxes. Customer is responsible for all applicable sales, use, VAT, or other taxes, except for taxes based on CivAll's net income. If Customer is a tax-exempt government entity, Customer must provide a valid exemption certificate.

5.5. Purchase Orders

If Customer requires a purchase order ("PO") for payment processing, Customer must provide the PO number at the time of order. CivAll will reference the PO number on invoices. The terms of this Agreement govern the relationship between the parties regardless of any conflicting terms in a purchase order.

5.6. Price Changes

CivAll may change its pricing for future Subscription Terms by providing Customer at least sixty (60) days' written notice before the start of the next renewal term. Price changes do not affect the current Subscription Term. Any increase in the fees for the same Products and quantities upon renewal will not exceed seven percent (7%) over the fees for the immediately preceding term, unless a different amount is agreed in the applicable order form. This cap does not apply to charges for additional Products or increased quantities that Customer orders, or to Add-On fees or pass-through surcharges approved by Customer under Section 5.7.

5.7. Third-Party Platform Fees, Add-Ons, and Pass-Through Costs

(a) Certain Integrations depend on Third-Party Platforms that may impose new or increased Third-Party Platform Fees. Where a Third-Party Platform imposes such fees on access to or use of a feature that Customer uses, CivAll may make the affected capability available either: (i) as a paid **Add-On**, priced by CivAll in the same manner as its other Products; or (ii) subject to a **pass-through surcharge** that recovers the applicable Third-Party Platform Fees.

(b) No Charge Without Approval. CivAll will not apply any Add-On fee or pass-through surcharge under this Section 5.7 to Customer's account without Customer's prior written approval, which may be given in an order form or other written instrument. If a Third-Party Platform imposes new or increased Third-Party Platform Fees on a feature Customer uses, CivAll will notify Customer and may suspend or disable the affected capability in accordance with Section 2.8. CivAll will reactivate the affected capability only after Customer approves the applicable Add-On fee or surcharge.

(c) Pricing. An Add-On is a Product, and CivAll prices it in the same manner as its other Products. A pass-through surcharge is limited to recovering the applicable Third-Party Platform Fees. In each case, CivAll will disclose the applicable Add-On fee or surcharge in the notice or order form presented for Customer's approval under Section 5.7(b).

(d) If Customer Does Not Approve. If Customer does not approve the applicable Add-On fee or surcharge, the affected capability will remain disabled, and Customer's remedy with respect to the discontinued capability is as set out in Section 2.8(e). Customer remains responsible for any Third-Party Platform Fees and other charges already incurred on Customer's behalf with Customer's authorization.

6. Renewal and Cancellation

6.1. Auto-Renewal

Unless either party provides written notice of non-renewal at least thirty (30) days before the end of the current Subscription Term, the Subscription will automatically renew for successive periods equal in length to the initial Subscription Term at CivAll's then-current pricing, subject to the renewal price-increase cap in Section 5.6.

6.2. Cancellation

Customer may cancel its Subscription at any time by providing written notice to CivAll. Cancellation takes effect at the end of the current billing period. There are no early termination fees.

6.3. No Refunds

Fees paid are non-refundable. If Customer cancels mid-term, Customer retains access to the Platform through the end of the current billing period but is not entitled to a refund for any remaining portion of the term.

6.4. Post-Cancellation Data Access

After cancellation or expiration of the Subscription, Customer has a ninety (90) day window to export all Customer Data and Citizen Data from the Platform. Exports will be provided in commonly used, machine-readable formats and, on Customer's request, will include available attachments, metadata, and audit logs. CivAll will provide reasonable transition assistance during this window at no additional charge; assistance beyond this window or scope may be quoted as professional services. After the ninety (90) day window, CivAll will permanently delete all Customer Data and Citizen Data in accordance with Section 8.8. Records in CivAll Archive subject to an active retention schedule or legal hold are retained and handled in accordance with the CivAll Archive Product Schedule, notwithstanding this Section.

7. Security

7.1. Encryption

CivAll encrypts all data in transit using TLS 1.2 or higher and all data at rest using AES-256 encryption.

7.2. Infrastructure

The Platform is hosted on Amazon Web Services (AWS) in data centers located in the United States. CivAll leverages AWS's physical security controls, including facility access controls, environmental protections, and infrastructure redundancy.

7.3. Tenant Isolation

Customer data is logically isolated from other customers' data within the Platform. Access controls prevent unauthorized cross-tenant data access.

7.4. Access Controls

CivAll implements role-based access controls (RBAC) for both internal personnel and Customer users. Internal access to Customer Data is restricted to personnel who require access to perform their job functions and is subject to logging and review.

7.5. Backups

CivAll performs automated daily backups of all Customer Data and Citizen Data. Backups are encrypted and stored in a geographically separate AWS availability zone within the United States. Backups are retained for thirty (30) days.

7.6. Security Practices

CivAll maintains administrative, technical, and physical safeguards designed to protect Customer Data and Citizen Data. These include but are not limited to: employee security training, vulnerability scanning, dependency monitoring, and incident response procedures.

7.7. Audit Rights

Customer may, no more than once per twelve (12) month period, request an audit of CivAll's security practices and data handling procedures relevant to Customer Data and Citizen Data. Customer must provide at least thirty (30) days' advance written notice of an audit request. Audits shall be conducted during normal business hours and in a manner that does not unreasonably interfere with CivAll's operations. Customer bears the cost of any audit it initiates. CivAll may satisfy Customer's audit request by providing a current independent third-party audit report (such as a SOC 2 Type II report) under a mutually executed non-disclosure agreement.

8. Data Processing and Privacy

8.1. Privacy Policy

CivAll's Privacy Policy, available at <https://www.civall.com/privacy>, describes how CivAll collects, uses, and shares information in connection with the Platform. The Privacy Policy is incorporated into this Agreement by reference.

8.2. Roles and Responsibilities

With respect to Customer Data and Citizen Data, Customer is the data controller and CivAll is the data processor. CivAll processes data only as instructed by Customer and as necessary to provide the Platform. CivAll does not independently determine the purposes or means of processing Customer Data or Citizen Data.

8.3. Customer Obligations

Customer is responsible for: (a) the lawfulness of its collection and use of Citizen Data; (b) providing any required notices to End Users; (c) obtaining any required consents from End Users; and (d) responding to data subject requests from End Users.

8.4. Data Residency

All Customer Data and Citizen Data is stored in data centers located in the United States. Content delivery network (CDN) edge caching may temporarily cache static assets (such as images and stylesheets) at global edge locations, but no Customer Data or Citizen Data is stored outside the United States.

8.5. Sub-processors

CivAll uses Sub-processors to assist in providing the Platform. A current list of Sub-processors, including the data categories each processes, is available in CivAll's Privacy Policy. CivAll will provide Customer at least thirty (30) days' notice before engaging a new Sub-processor. If Customer objects to a new Sub-processor on reasonable data protection grounds, the parties will work in good faith to find an alternative solution.

8.6. No Data Selling

CivAll does not sell, rent, lease, or trade Customer Data or Citizen Data to any third party, and will not do so under any circumstances.

8.7. Data Breach Notification

In the event of a confirmed security breach affecting Customer Data or Citizen Data, CivAll will notify Customer within seventy-two (72) hours of confirmation. Notification will include the following, to the extent known to CivAll at the time, and will be supplemented as further information becomes reasonably available: (a) the nature and scope of the breach; (b) the categories and approximate number of data records affected; (c) the measures taken or proposed to address the breach and mitigate its effects; (d) recommendations for steps Customer can take to protect affected individuals; and (e) a designated point of contact for further information. CivAll's notice and any related disclosure are made in good faith and are not an admission of fault or liability.

8.8. Data Retention and Deletion

(a) During the Subscription Term, CivAll retains Customer Data and Citizen Data as necessary to provide the Platform.

(b) After expiration or termination of the Subscription, CivAll provides a ninety (90) day data export window as described in Section 6.4.

(c) After the data export window closes, CivAll permanently deletes all Customer Data and Citizen Data from production systems within thirty (30) days. Backup copies are purged on the next backup rotation cycle, not to exceed thirty (30) additional days.

(d) CivAll may retain anonymized, aggregated data that cannot be used to identify any individual or Customer for product improvement and benchmarking purposes.

(e) Records in CivAll Archive subject to an active retention schedule or legal hold are retained and handled in accordance with the CivAll Archive Product Schedule, notwithstanding this Section.

8.9. Prohibited Data Types

(a) Prohibited use. The Platform is not designed to serve as a system of record for: (i) protected health information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA); (ii) payment card data governed by the Payment Card Industry Data Security Standard (PCI DSS); (iii) criminal justice information governed by the Criminal Justice Information Services (CJIS) Security Policy; or (iv) biometric identifiers (collectively, "Prohibited Data Types"). Customer shall not use the Platform to intentionally collect, process, or store Prohibited Data Types, and shall not solicit or require End Users to submit Prohibited Data Types or other sensitive personal information through the Platform.

(b) Incidental submissions. The parties acknowledge that End Users and other third parties may submit Prohibited Data Types or other sensitive personal information (such as Social Security numbers, health details, or information about minors) in comments, messages, or other content without Customer's solicitation, and that the Platform, including CivAll Archive, may capture and retain that content in the ordinary course of providing the Platform. Such incidental capture, and Customer's retention of that content as required by its public records, records retention, or litigation hold obligations, is not a breach of this Section.

(c) Treatment. All content on the Platform, including content described in Section 8.9(b), is protected as Customer Data or Citizen Data under Sections 7 (Security), 8 (Data Processing and Privacy), and 13 (Confidentiality) of this Agreement and under the DPA.

(d) Disclaimer. CivAll does not represent that the Platform complies with HIPAA, PCI DSS, or the CJIS Security Policy, and does not act as Customer's business associate under HIPAA. CivAll has no obligation or liability arising from Customer's intentional use of the Platform to collect, process, or store Prohibited Data Types in violation of Section 8.9(a).

8.10. Data Processing Addendum

To the extent CivAll processes Personal Data (as defined therein) on behalf of Customer, the parties agree to comply with the Data Processing Addendum available at <https://www.civall.com/legal/dpa> (the "DPA"), which is incorporated into this Agreement by reference. The DPA governs CivAll's obligations as a data processor and service provider under applicable US state privacy laws.

9. Government-Specific Provisions

9.1. FOIA and Public Records Cooperation

CivAll acknowledges that Customer may be subject to Freedom of Information Act (FOIA) or state public records laws. CivAll will cooperate in good faith with Customer's reasonable requests related to public records obligations, including: (a) assisting with data exports in response to public records requests; (b) providing information about CivAll's data processing practices as needed for Customer's responses; (c) making Platform records and metadata available in commonly used formats; and (d) making Customer Data, Citizen Data, metadata, and audit logs in CivAll's possession and control available to Customer through the Platform's standard export and reporting tools (including, where Customer subscribes to CivAll Archive, its archiving and reporting features as described in the CivAll Archive Product Schedule). CivAll's designation of information as confidential does not determine whether that information constitutes a public record under applicable law. Customer remains solely responsible for determining what must be preserved, searched, produced, or disclosed and for compliance with its public records, audit, retention, litigation-hold, and e-discovery obligations. CivAll's role is to provide the Platform's functionality for these purposes; assistance beyond standard Platform functionality may be provided as professional services.

9.2. Contract Flow-Down Provisions

Where required by applicable law or regulation, Customer may flow down contractual requirements to CivAll. CivAll will work in good faith to accommodate standard government contract flow-down provisions, including provisions related to equal opportunity, nondiscrimination, and records access.

9.3. Accessibility

CivAll is committed to accessibility and designs the Platform — including the tools, templates, and components it provides for building CivAll Sites public-facing websites — to substantially conform with WCAG 2.1 Level AA and the Revised Section 508 standards, as described in CivAll's then-current Voluntary Product Accessibility Templates (VPATs) / Accessibility Conformance Reports, and to produce accessible output by default. CivAll maintains current VPATs / Accessibility Conformance Reports, available to Customer upon request, in which any exceptions or known limitations are identified.

Where an accessibility defect that CivAll introduces in the Platform causes non-conformance with that standard, CivAll will use commercially reasonable efforts to remediate it at no additional charge within a commercially reasonable timeframe; where full remediation is not technically or commercially practicable, CivAll will provide a reasonable alternative or accommodation and document the limitation. The remediation, alternative, or accommodation described in this Section 9.3 is Customer's sole and exclusive remedy, and CivAll's entire liability, for any accessibility non-conformance.

Customer is responsible for the accessibility of the content, configuration, design choices, customizations, third-party code or embeds, and media (such as images, documents, and video) that Customer or its Authorized Users author, upload, or configure — including CivAll Sites websites Customer builds using the Platform — even where CivAll's tools default to accessible output. CivAll

provides tools and guidance to help, but does not guarantee the accessibility of a Customer's final configured site or content.

9.4. Government Pricing

CivAll offers government pricing that reflects the unique requirements and constraints of public-sector procurement. Government pricing is available upon request and may be included in cooperative purchasing agreements.

9.5. Procurement Compatibility

CivAll supports common government procurement methods, including cooperative purchasing agreements, state contract vehicles, and sole-source justifications where applicable. CivAll will provide documentation reasonably requested by Customer to support procurement processes.

10. Service Level Agreement

CivAll will provide the Platform in accordance with the Service Level Agreement available at <https://www.civall.com/legal/sla> (the "SLA"), which is incorporated into this Agreement by reference. The SLA defines CivAll's commitments regarding Platform availability, scheduled maintenance, service credits, and support services. Service credits as described in the SLA are Customer's sole and exclusive remedy for CivAll's failure to meet the uptime commitment.

11. Intellectual Property

11.1. CivAll Ownership

CivAll and its licensors retain all right, title, and interest in and to the Platform, including all software, technology, algorithms, interfaces, documentation, and any improvements or modifications thereto. Nothing in this Agreement transfers any ownership rights in the Platform to Customer.

11.2. Customer Ownership

Customer retains all right, title, and interest in and to Customer Data. CivAll acquires no ownership rights in Customer Data by virtue of this Agreement.

11.3. License to CivAll

Customer grants CivAll a non-exclusive, worldwide, royalty-free license to use, reproduce, and process Customer Data solely as necessary to provide the Platform and perform CivAll's obligations under this Agreement.

11.4. Feedback

If Customer voluntarily provides suggestions, ideas, or feedback regarding the Platform ("Feedback"), CivAll may use such Feedback for the purpose of improving the Platform and its services, without compensation to Customer. CivAll will not publicly attribute Feedback to Customer without Customer's prior written consent.

11.5. AI-Generated Content

Content generated by AI Features is provided as a starting point for Customer's use. Customer is solely responsible for reviewing, editing, and approving any AI-generated content before publication or distribution. CivAll makes no claims of ownership over AI-generated content created using Customer Data.

12. Acceptable Use

12.1. Acceptable Use Policy

Customer's use of the Platform is subject to the Acceptable Use Policy available at <https://www.civall.com/legal/aup> (the "AUP"), which is incorporated into this Agreement by reference. The AUP establishes operational guidelines for messaging, API usage, content standards, and general Platform use.

12.2. Permitted Use

Customer may use the Platform only for lawful civic engagement, government communication, and public administration purposes consistent with this Agreement and the AUP.

12.3. Prohibited Conduct

Customer and its Authorized Users shall not:

- (a) Use the Platform for any purpose that is unlawful, fraudulent, or harmful.
- (b) Transmit content that is defamatory, obscene, or that incites violence or discrimination.
- (c) Interfere with or disrupt the Platform's infrastructure, security, or other customers' use.
- (d) Attempt to gain unauthorized access to the Platform, other accounts, or CivAll's systems.
- (e) Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Platform.
- (f) Use the Platform to send unsolicited communications (spam) or communications that violate applicable anti-spam laws.

(g) Resell, sublicense, or otherwise make the Platform available to third parties except as contemplated by this Agreement (e.g., to End Users through Customer's use of the Platform).

(h) Use the Platform to store or transmit malicious code, including viruses, worms, or ransomware.

12.4. Enforcement

CivAll may suspend Customer's access to the Platform if CivAll reasonably determines that Customer has violated this Section 12 or the AUP. CivAll will provide at least thirty (30) days' written notice specifying the violation and an opportunity to cure before suspending access, except where immediate action is necessary to prevent harm to the Platform's security, integrity, or other customers. In the event of an immediate suspension, CivAll will notify Customer as soon as practicable and work with Customer to resolve the issue and restore access promptly.

12.5. Suspension for Non-Payment

If Customer fails to pay any undisputed fees within thirty (30) days after written notice of non-payment, CivAll may suspend Customer's access to the Platform until payment is received. CivAll will not suspend access while Customer is disputing the applicable charges in good faith. Suspension does not relieve Customer of its obligation to pay outstanding fees.

13. Confidentiality

13.1. Confidential Information

"Confidential Information" means non-public information disclosed by either party to the other in connection with this Agreement that is designated as confidential or that, given the nature of the information and the circumstances of disclosure, should reasonably be understood to be confidential. Confidential Information includes, but is not limited to: business plans, pricing, technical data, product roadmaps, customer lists, and security practices.

13.2. Obligations

The receiving party agrees to: (a) use Confidential Information only for purposes of performing its obligations or exercising its rights under this Agreement; (b) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; and (c) not disclose Confidential Information to third parties except as permitted by this Agreement.

13.3. Exclusions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was known to the receiving party before disclosure; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is rightfully received from a third party without restriction.

13.4. Government Transparency Carve-Out

The parties acknowledge that Customer may be subject to public records laws, open meetings laws, or similar government transparency requirements. Nothing in this Section 13 prevents Customer from disclosing information as required by applicable law, including in response to public records requests, legislative inquiries, or audit requirements. Customer will provide CivAll with reasonable advance notice of any such required disclosure when legally permitted, so that CivAll may seek protective measures if appropriate.

13.5. Required Disclosures

Either party may disclose Confidential Information if required by law, regulation, or court order, provided that the disclosing party gives the other party reasonable advance notice (where legally permitted) and cooperates in seeking protective measures.

14. Warranties and Disclaimers

14.1. CivAll Warranties

CivAll warrants that:

- (a)** The Platform will perform materially in accordance with its published documentation during the Subscription Term.
- (b)** CivAll will provide the Platform in a professional and workmanlike manner consistent with generally accepted industry standards.
- (c)** CivAll has the authority to enter into this Agreement and to grant the rights described herein.
- (d)** To CivAll's knowledge, the Platform does not infringe any third party's intellectual property rights.

14.2. Customer Warranties

Customer warrants that:

- (a)** Customer has the authority to enter into this Agreement.
- (b)** Customer's use of the Platform will comply with all applicable laws and regulations.
- (c)** Customer has obtained all necessary consents and authorizations for the collection and processing of Citizen Data through the Platform.

14.3. AI Features Disclaimer

AI Features are provided on an "as is" basis. CivAll does not warrant that AI-generated content will be accurate, complete, unbiased, or suitable for any particular purpose. Customer is solely responsible for reviewing and approving all AI-generated content before use. CivAll is not liable for any claims, damages, or liability arising from Customer's use of AI-generated content.

14.4. General Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 14, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." CIVALL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CIVALL DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

14.5. Integrations and Third-Party Platforms

The express warranty in Section 14.1(a) does not extend to Integrations or features that depend on a Third-Party Platform. Integrations are provided on an "as available" basis. CivAll does not warrant the continued availability, functionality, performance, or pricing of any Third-Party Platform or Integration, all of which depend on services outside CivAll's control. CivAll's rights and Customer's remedies with respect to Integrations are governed by Section 2.8.

15. Limitation of Liability

15.1. Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CIVALL'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO CIVALL DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15.2. Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.3. Exceptions and Super-Cap

(a) Unlimited. Sections 15.1 and 15.2 do not limit liability for: (i) a party's gross negligence or willful misconduct; or (ii) bodily injury, death, or damage to tangible property to the extent caused by a party's negligence or willful misconduct.

(b) Super-Cap. For CivAll's indemnification obligations under Sections 16.1 and 16.2, and for either party's breach of confidentiality obligations under Section 13, the cap in Section 15.1 is replaced by a cap equal to the greater of (i) two (2) times the total fees paid by Customer to CivAll during the twelve (12) months immediately preceding the event giving rise to the claim, or (ii) the proceeds actually recovered under CivAll's applicable insurance for that claim. Except as stated in this Section 15.3, the limitations in Sections 15.1 and 15.2 apply to all claims. The exclusion of damages in Section 15.2 continues to apply to indemnified claims, except that it does not bar recovery of amounts a party is ordered to pay, or pays in a settlement approved by the indemnifying party, to a third party under Section 16.

15.4. Government Entity Carve-Out

If Customer is a government entity, the limitations and exclusions in this Section 15 apply only to the extent permitted by applicable law. Nothing in this Agreement is intended to waive any governmental immunity or to limit any rights or remedies that cannot be waived or limited under applicable law.

15.5. Essential Purpose

The parties agree that the limitations of liability in this Section 15 are a fundamental part of the bargain between the parties and that CivAll would not enter into this Agreement without these limitations.

16. Indemnification

16.1. Intellectual Property Indemnification by CivAll

CivAll will defend, indemnify, and hold harmless Customer and its officers, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from allegations that Customer's use of the Platform in accordance with this Agreement infringes a third party's intellectual property rights. CivAll's obligations under this Section do not apply if the alleged infringement results from: (a) Customer's modification of the Platform; (b) Customer's combination of the Platform with materials not provided by CivAll; or (c) Customer's use of the Platform in violation of this Agreement.

16.2. General Indemnification by CivAll

CivAll will defend, indemnify, and hold harmless Customer and its officials, officers, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) to the extent arising from: (a) bodily injury, death, or damage to tangible property to the extent caused by CivAll's negligence or willful misconduct; or (b) CivAll's violation of a law that applies to CivAll generally as a provider of software-as-a-service, arising from CivAll's own acts or omissions — but not to the extent the claim arises from (i) Customer Data, Citizen Data, or content; (ii) Customer's configuration, instructions, or use of the Platform; (iii) obligations that apply to Customer by virtue of its status as a government entity or its particular use case; or (iv) any Third-Party Platform.

16.3. General Indemnification by Customer

To the extent permitted by applicable law, Customer will indemnify and hold harmless CivAll and its officers, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) to the extent arising from: (a) bodily injury, death, or damage to tangible property to the extent caused by Customer's negligence or willful misconduct; (b) Customer's violation of a law applicable to its performance under this Agreement; (c) Customer's collection, content, or transmission of messages, notifications, or other communications through the Platform — including any claim under the Telephone Consumer Protection Act, the CAN-SPAM Act, or similar telemarketing, messaging, or anti-spam law — arising from communications Customer initiates or configures, including the adequacy of consents, opt-outs, and required disclosures for those communications; or (d) Customer Data, Citizen Data, or other content that Customer or its Authorized Users submit to or transmit through the Platform.

16.4. Indemnification Procedures

The indemnified party must: (a) promptly notify the indemnifying party of the claim; (b) give the indemnifying party sole control of the defense and settlement; and (c) provide reasonable cooperation at the indemnifying party's expense. The indemnifying party may not settle any claim in a manner that imposes obligations on the indemnified party without the indemnified party's prior written consent.

16.5. Government Indemnification Limitations

If Customer is a government entity that is prohibited or limited by law in its ability to provide indemnification, hold-harmless, or defense obligations, Customer's obligations under Section 16.3 apply only to the extent permitted by applicable law, and any such obligation that cannot lawfully be performed will be deemed waived. Nothing in this Section requires Customer to waive any governmental or sovereign immunity, to defend any claim where prohibited by law, or to incur any obligation beyond funds lawfully appropriated and available. Where Customer is legally barred from providing the indemnity in Section 16.3, Customer remains responsible for its own acts and omissions and will reimburse CivAll's reasonable costs to the extent such reimbursement is permitted by applicable law.

16.6. Insurance

During the Subscription Term, CivAll will maintain, at its expense, commercially appropriate insurance, including commercial general liability, technology errors and omissions / professional liability, and cyber liability covering data breach and privacy, in amounts customary for providers of comparable services, together with workers' compensation as required by law. Upon Customer's written request, CivAll will provide certificates of insurance and, where commercially available and applicable, will name Customer as an additional insured on its commercial general liability policy. Specific coverage amounts, if required, may be set out in the applicable order form.

17. Term and Termination

17.1. Term

This Agreement is effective as of the earliest of: (a) the date both parties execute an order form referencing this Agreement; (b) the date Customer accepts this Agreement during trial registration; or (c) the date specified in a separately executed copy of this Agreement (the "Effective Date"). This Agreement continues until all Subscriptions have expired or been terminated.

17.2. Termination for Cause

Either party may terminate this Agreement if the other party materially breaches the Agreement and fails to cure the breach within thirty (30) days after receiving written notice specifying the breach. For the avoidance of doubt, a modification, suspension, or discontinuation of an Integration or Third-Party-Platform-dependent feature undertaken in accordance with Section 2.8 is not a material breach and does not give rise to a right of termination under this Section 17.2.

17.3. Termination for Convenience

Customer may terminate its Subscription at any time as described in Section 6.2.

17.4. Government Funding and Appropriations

If Customer is a government entity, Customer's obligations under this Agreement are subject to the availability of appropriated funds. If funds are not appropriated or otherwise made available for continued performance, Customer may terminate this Agreement by providing written notice to CivAll. CivAll acknowledges that this provision is a required element of government contracts and not a termination for convenience. In the event of termination under this Section, Customer is liable only for fees accrued through the effective date of termination.

17.5. Effect of Termination

Upon termination of this Agreement: (a) Customer's access to the Platform will cease at the end of the current billing period (or immediately in the case of termination for cause by CivAll); (b) the data export window described in Section 6.4 will begin; (c) each party will return or destroy the other party's Confidential Information upon request; and (d) Sections that by their nature should survive will survive termination, including Sections 8 (Data Processing), 11 (Intellectual Property), 13 (Confidentiality), 14 (Warranties and Disclaimers), 15 (Limitation of Liability), 16 (Indemnification), and 18 (General Provisions).

18. General Provisions

18.1. Governing Law

If Customer is a government entity that is required by law to apply the laws of its own jurisdiction, this Agreement will be governed by the laws of that jurisdiction. In all other cases, this Agreement is governed by the laws of the State of Michigan, without regard to its conflict of laws principles.

18.2. Dispute Resolution

Any disputes arising under this Agreement will first be addressed through good-faith negotiation between the parties. If the dispute is not resolved within thirty (30) days, either party may pursue remedies available at law or in equity in a court of competent jurisdiction. Venue will lie in the courts of the jurisdiction whose law governs this Agreement under Section 18.1 — for a government Customer, the courts serving Customer's jurisdiction; otherwise, the state and federal courts located in the State of Michigan. Nothing in this Agreement requires either party to submit to binding arbitration, or waives any right, defense, or immunity (including governmental or sovereign immunity) that cannot be waived under applicable law.

18.3. Force Majeure

Neither party will be liable for delays or failures in performance resulting from causes beyond its reasonable control, including but not limited to natural disasters, pandemics, acts of government, internet outages, power failures, acts of terrorism, or any change to, deprecation of, suspension or termination of, or imposition of new fees or conditions on, the APIs, services, or access of any Third-Party Platform. The affected party must promptly notify the other party and use reasonable efforts to mitigate the impact.

18.4. Assignment

Neither party may assign this Agreement without the other party's prior written consent, except that CivAll may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section is void.

18.5. Amendments

This Agreement may be amended only by a written instrument signed by authorized representatives of both parties. No amendment is effective unless it specifically references this Agreement.

Notwithstanding the foregoing, CivAll may update its operational policies referenced in this Agreement (including acceptable use guidelines, sub-processor lists, and support terms) by providing Customer at least thirty (30) days' advance written notice. Such operational policy updates shall not materially diminish Customer's rights or CivAll's obligations under this Agreement.

18.6. Notices

All notices under this Agreement must be in writing and sent to the addresses specified in the order form or as otherwise designated by the parties. Notices may be delivered by email, certified mail, or nationally recognized overnight courier.

18.7. Waiver

No waiver of any provision of this Agreement is effective unless in writing and signed by the waiving party. A waiver of any breach does not constitute a waiver of any subsequent breach.

18.8. Severability

If any provision of this Agreement is held to be unenforceable or invalid, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

18.9. Entire Agreement

This Agreement, together with all order forms and referenced policies, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, and understandings. In the event of a conflict between this Agreement and an order form, the order form controls to the extent of the conflict. In the event of a conflict between the body of this Agreement and a Product Schedule regarding the Product it covers, the Product Schedule controls to the extent of the conflict.

18.10. Independent Contractors

The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the parties.

18.11. No Third-Party Beneficiaries

Nothing in this Agreement confers any right, benefit, or remedy upon any person or entity that is not a party to this Agreement.

19. Contact Information

For questions about this Agreement, please contact us at:

Social News Desk, Inc. dba CivAll Email: legal@civall.com Address: 550 W Lafayette Blvd, Detroit, MI 48226

For support inquiries: Email: support@civall.com Website: <https://www.civall.com>

This Master Subscription Agreement is effective when incorporated by reference in a signed order form, accepted during trial registration, or separately executed by the parties.