Software Subscription Agreement

This **Software Subscription Agreement** (the "**Agreement**"), is entered into on June ___, 2019 (the "**Effective Date**") by and between Routt County, 522 Lincoln Ave, Steamboat Springs, CO 80477 ("**Customer**") and N. Harris Computer Corporation of 1 Antares Drive, Suite 400, Ottawa, Ontario K2E 8C4 ("**CityView**").

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

(a) **"Annual Subscription Fees"** means the annual subscription fees set out in Schedule "A" to this Agreement.

(b) **"Bluebeam Software"** means the Bluebeam Incorporated software products listed in Schedule "D" to this Agreement.

(c) **"Change Order"** means any written documentation between the Customer and CityView evidencing their agreement to change particular aspects of this Agreement.

(d) "**Contractual Services Agreement**" means the agreement to be entered into between the parties for the provision of any Professional Services to be performed by CityView to Customer.

(e) **"Confidential Information"** means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of CityView shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that CityView may provide to Customer from time to time, including without limitation, all information disclosed by CityView relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of CityView shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that CityView may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by CityView relating to the security of its facilities, computer systems and products.

(f) **"Data"** means all data that is provided by Customer to CityView and all other content transmitted, posted, received or created through Customer's use of the Services or the Software.

(g) "**Data Storage Limit**" means the amount of data storage purchased by Customer as specified in Schedule "A" of this Agreement.

(h) "Documentation" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.

(i) "Fees" means the Annual Subscription Fees and other fees as may be further described and listed in Schedule "A" of this Agreement which may include fees to increase the Data Storage Limit and fees that CityView collects on behalf of third party vendors of Third Party Components which are licensed and distributed directly by such third party vendor.

(j) "Professional Service(s)" means those implementation, training, consulting, data conversion and professional service(s) provided by the CityView Professional Services team as further described in the Contractual Services Agreement.

(k) "Professional Services Fees" means the Professional Service(s) fees set out in the Contractual Services Agreement to be paid by Customer to CityView for the Professional Services.

(l) "Services" and "Software Services" each means the web-based service(s) to be provided by or on behalf of CityView under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by CityView or its service providers and the delivery of exclusive access via the Internet to Customer to use the Software granted to Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services subject to the Data Storage Limit.

(m) "Software" means the software product(s) that are owned by CityView, delivered on a subscription basis and listed in Schedule "A" and includes Updates that have been provided to Customer. Third Party Components are not included in the definition of Software.

(n) "Support Services" means those support services to be provided by the CityView Support team as further described in Schedule "C" to this Agreement.

(o) "Third Party Components" means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that CityView or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services as well as any third party software that is required to be obtained by Customer directly from the applicable third party vendor in accordance with Section 7(h).

(p) "Updates" means any minor modifications, enhancements, or improvements to the Software as well as bug fixes and error corrections that CityView makes generally available to its customers.

(q) "User" means an employee or agent of Customer that has been authorized by the Customer in writing to access and use the Services.

2. Authorization

The parties agree that execution of the Contractual Services Agreement which shall detail CityView's installation and implementation services for the Software is a condition precedent to the effectiveness of this Agreement and that the Contractual Services Agreement shall be entered into no later than contemporaneously with the execution of this Agreement. Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees required for set-up and the Annual Subscription Fees, CityView hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for Customer's internal business purposes and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

3. Fees

In consideration of receiving the Services, Customer agrees to pay to CityView the Fees and all applicable travel and lodging

expenses as described in Schedule "A" to this Agreement in accordance with the payment terms as defined in Schedule "A".

The Fees are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on CityView's net income).

If any Fees are not paid when due, then at CityView's discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b)] CityView may suspend the Service, including all Customer access to the Service, pursuant to Section 16(b).

4. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") subject to CityView's then-current price structure unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

5. Restrictions on Use

(a) Except as expressly provided herein, Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of CityView.

(b) Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Software Services, or attempt to otherwise convert or alter the Software or Software Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.

(c) Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.

(d) No third party, other than duly authorized agents or employees of Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Software Services.

(e) Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.

(f) Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of CityView.

(g) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.

(h) Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.

(i) Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance,

functionality, benchmarking or competitive analysis to any third party.

(j) In addition to its termination rights under Section 16, CityView may restrict or limit Customer's access to the Services if CityView reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in CityView's reasonable opinion poses any risk of any kind or nature to CityView or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, CityView will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after CityView has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, CityView reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Services that CityView determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to CityView or its service provider's network, business or other customers.

6. Services Availability

(a) CityView shall provide all facilities, equipment, and software required to make the Software Services available up to the Data Storage Limit**.**

(b) CityView shall use commercially reasonable efforts to make the Software Services available to Users twenty four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "B".

(c) CityView reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services. CityView shall inform Customer of such criteria but CityView shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, CityView reserves its rights to not grant to such Users access to the Software Services. CityView reserves its rights to restrict access to the Software Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software Services.

(d) CityView shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software Services. Customer, not CityView, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software Services after the go-live date specified in the Project Plan as defined in the Contractual Services Agreement.

(e) CityView shall comply with the terms and conditions regarding access and use of Data as set out in Section 13 of this Agreement.

(f) Customer acknowledges that in order to provide the Services CityView may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to CityView and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by CityView to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of CityView' control, then (a) CityView shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) CityView may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to revise the Subscription Fees.

7. Customer Responsibilities

(a) Cooperation by Customer. Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff and agrees to act reasonably and co-operate fully with CityView to achieve the Completion of Services related to any Professional Services provided by CityView. To enable CityView to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with CityView's practices.

(b) **Project Manager.** Customer shall appoint a project manager who shall work closely with CityView to facilitate the successful completion of the implementation process and who shall be responsible for supervising Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.

(c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Services. CityView shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by CityView.

(d) **Passwords**. Customer agrees to comply with all CityView security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify CityView in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify CityView immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

(e) **Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by CityView from time to time for Users; and (iii) informing CityView of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or CityView's ability to provide the Services as contemplated by this Agreement.

(f) **Compliance with Laws.** Customer represents and warrants to CityView that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.

(g) **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as CityView's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to CityView's servers; and (iii) Data is encrypted. Some content may be subject to governmental regulations or may require security measures beyond those specified by CityView for an offering. Customer will not input or provide such content unless CityView has first agreed in writing to implement additional required security measures.

CITYVIEW DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND CITYVIEW SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

(h) **Required Third Party Software.** Customer agrees that it shall license the third party software set out in Schedule E to this Agreement directly from the vendor of such software. Although CityView may collect the license fees from Customer on behalf of such third party software vendor as part of the Subscription Fees, Customer acknowledges that such third party software shall be delivered by the third party vendor and subject to all of the terms and conditions of the applicable license agreement to be entered into between Customer and such third party vendor, and CityView shall have no responsibility or liability whatsoever for such third party software.

8. Professional Services & Support Services

(a) <u>Professional Services</u>. Professional Services shall be provided to Customer in accordance with and subject to the terms and conditions set out in the Contractual Services Agreement.

(b) <u>Support Services</u>. Subject to the terms and conditions of this Agreement including payment of the Subscription Fees, CityView shall provide the Support Services in accordance with Schedule "C". Where Bluebeam Software is required pursuant to Schedule "D" to this Agreement, Customer must also purchase all applicable support and maintenance services for the Bluebeam Software directly from CityView. CityView agrees that the support and maintenance fees applicable to the Bluebeam Software shall not exceed the fees that would be charged by Bluebeam Incorporated for equivalent support and maintenance services. Customer agrees that CityView's support and maintenance services for the Bluebeam Software are unique and cannot be adequately provided by another third party because of the integration between the Software and Bluebeam Software.

9. Warranty and Warranty Disclaimer

a) **Limited Warranty.** CityView warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications, as stated in CityView's online documentation provided to Customer, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for CityView to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 11.

b) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 9(A), THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH.

CITYVIEW, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SOFTWARE SERVICES, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

CITYVIEW DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE SERVICES CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, CITYVIEW DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CITYVIEW.

10. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF CITYVIEW AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE SOFTWARE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CITYVIEW IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE FEES PAID BY CUSTOMER TO CITYVIEW UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (NOT TO EXCEED TWELVE MONTHS).

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL CITYVIEW BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

11. Termination

This Agreement may be terminated as follows:

i. If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect

ii. If Customer has failed to pay any amounts when due under this Agreement, CityView shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.

iii. CityView may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of CityView.

iv. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

v. If any such modification, change or replacement of the original Third Party Components pursuant to Section 6(f) impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may terminate this Agreement by providing written notice to CityView within twenty (20) days after Customer's discovery of such impairment.

12. Effects of Termination

In the event of termination or expiration of this Agreement:

a) All rights granted to Customer in this Agreement shall immediately terminate and CityView will immediately cease to perform or provide the Services.

b) Customer shall return to CityView or at CityView's option purge or destroy all copies of any Confidential Information of CityView in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.

c) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

d) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to CityView (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

e) Conditional upon Customer's payment of all Fees that are due to CityView, CityView will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one to two days and will be billed at CityView's then current daily rate. Upon receipt of notice from Customer confirming receipt of the Data, CityView shall destroy all copies of the Data and delete all Data on the database and an Officer of CityView shall certify the destruction and deletion to the Customer. Subject to any legal requirement that CityView must retain a copy of the Data, CityView shall not delete the Data for 90 days from the date of termination except: (i) where CityView has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with CityView regarding the Data, CityView shall have the right to delete all Data at any time as either required by law or as determined by CityView in its sole discretion. Notwithstanding the foregoing, CityView shall be permitted to delete all Data without providing notification to Customer and CityView shall not be required to adhere to the time frames detailed above where CityView is required by law to delete such Data.

13. Ownership

(a) By CityView. CityView its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, , and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and CityView and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to CityView a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.

(b) Customer Data. As between CityView and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to CityView a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by CityView's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, CityView may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to CityView a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). CityView shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works

based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants CityView the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes CityView to disclose the fact that Customer is a customer of CityView and uses the Services.

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to CityView that:

i. Data that is either provided to or acquired by CityView from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data to CityView;

ii. Data that is either provided to or acquired by CityView is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by CityView and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;

iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and

iv. Customer will not provide CityView with data of any kind for which CityView either has no need or does not have the right to collect, use and store under the terms of this Agreement.

14. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party. The obligations of Customer set forth in this Section 14 are subject to its responsibilities under the Colorado Open Records Act.

In addition to any other restrictions on CityView's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse CityView in relation to all reasonable fees and other disbursements paid by CityView to comply with such requests, whether by an individual or a government body, or to challenge such requests at either CityView's or Customer's request. Customer represents and warrants to CityView that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

15. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. To the extent permitted by applicable law, Customer shall defend, indemnify and hold CityView and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Services including but not limited to any Third Party

Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

The County's covenant to indemnify hereunder shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act (the "Act"), shall only be effective to the extent of the limits of the Act as set forth in C.R.S. Section 24-10-114, as those maybe amended from time to time, and shall only be effective if the County's obligation to indemnify is insured by the Colorado Counties Casualty and Property Pool ("CAPP") or CAPP's successor as the County's general liability carrier.

16. General

(a) Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. Customer and CityView hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of CityView in connection therewith or contemplated thereby.

(b) Mediation: Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

(c) Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

> N. HARRIS COMPUTER CORPORATION
> 1 Antares Drive, Suite 400
> Ottawa, Ontario K2E 8C4
> Attention: CEO
> Telephone: 613-226-5511, extension 2149
>
> and in the case of the Customer, to:

Routt County
PO Box 773598
522 Lincoln Ave,
Steamboat Springs, CO 80477
Attention: Thomas A. Sullivan
Telephone: (970) 879-0108
Fax: (970) 879-3992

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 16(c).

(d) Currency: Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.

(e) Use of Name. Customer agrees to the following promotional activities in relation to the purchase of CityView's solutions, products and services: (i) Customer permits CityView to issue a mutually agreed upon press release announcing Customer's purchase of CityView's products and services; and (ii) Customer grants CityView the right to reasonably include the Customer's name and logo in published lists referencing the users of the products and services of CityView. Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to CityView of said revocation.

(f) Entire Agreement: This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof.   No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.

(g) Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(h) Assignment: Customer may not assign any of its rights or duties under this Agreement without the prior written consent of CityView, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

(i) Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

(j) Allocation of Risk: Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between CityView and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.

(k) Relationship: The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.

(l) Equitable Relief: Customer acknowledges and agrees that it would be difficult to compute the monetary loss to CityView arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, CityView will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.

(m) Force Majeure: No default, delay or failure to perform on the part of CityView shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning

government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.

(n) **Survival:** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7 (Customer Responsibilities), 6(g) (Security), 9 (Warranty and Warranty Disclaimer), 10 (Limitations of Liability), 12 (Effects of Termination), 13 (Ownership), 14 (Confidential Information), 15 (Indemnity), 16 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

(o) **Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, CityView and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

N. HARRIS COMPUTER CORPORATION   Routt County

_____   _____
Signature   Signature

_____   _____
Name   Name

_____   _____
Title   Title

_____   _____
Date   Date

Schedule "A"
Fees and Payment Schedule *

Payment Terms

The invoice for fifty percent (50%) of the first year Annual Subscription Fees shall be due and payable on the Effective Date and the invoice for the remaining fifty percent (50%) of the first year Annual Subscription Fees shall be due and payable on the date set out in the Project Plan (as defined in the Contractual Services Agreement) when the Software has been installed, configured and is ready for testing by Customer. All other invoices shall be due and payable within thirty (30) days of the date of the invoice. The Annual Subscription Fees applicable to subsequent annual subscription terms shall be invoiced thirty (30) days in advance of the anniversary of the date set out in the Project Plan when the Software was installed, configured and is ready for testing. Annual Subscription Fees may be increased once annually in Licensor's discretion.

Annual Subscription Fees include a Data Storage limit of 250GB. In the event additional Data Storage is required, it may be in 100GB amounts at the then current rates, currently $75/100GB/month.

Software Licensing & Annual Subscription Fees:	Quantity	Annual Subscription Fees
Application Software - CityView Solutions Accessed by Subscribers:		
CityView Property Information (required)	1	Included
CityView Permits & Inspections	1	Included
CityView Planning	1	Included
CityView Code Enforcement	1	Included
CityView Cashiering	1	Included
User Licensing & Subscriptions:		
Named Users Read/Write	21	$ 36,792
Named Users CityView Mobile	7	$ 5,796
Bluebeam Studio Prime (Subscription)	Prime Level 1 (up to 100 users)	$ 2,340
Software Add ons:		
CityView Esri ArcGIS Mapping Extension (unlimited users)	1	$ 4,404
CityView Portal (licensed for 3 business processes: Building permits, Planning Permits, Code Complaints)	1	$ 13,200
CityView Electronic Plans Review	1	$ 17,604
CityView Configuration Console	1	$ 6,600
CityView MS Exchange Extension	1	$ 4,308
CityView-Supported Payment Processor (Paymentus or Invoice Cloud	1	
CityView MS Outlook Add-in	1	$ 4,308
CityView MS Word Add-in	1	$ 4,308
Total: With itemized Add-ons		**$99,660**

Schedule "B"
Service Availability

Availability and Uptime Objectives:

1. Availability of the Services is defined as when the Software Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.

2. Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:

   a. Routine scheduled downtime shall not exceed eight (8) hours per month, averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 9:00 p.m. Friday to 1:00 a.m. Monday Mountain Time.

   b. CityView shall notify Customer a minimum of five (5) calendar days prior to any period of scheduled downtime.

   c. Harris reserves the right to schedule downtime for emergency situations with less than five (5) advance calendar days' notice. In the case of an emergency or other non-routine maintenance event, CityView reserves the right to suspend the Services and Customer's access to the Software for purposes of conducting such maintenance work at any time as deemed appropriate by CityView in its sole discretion, without prior notice to Customer, but will use best efforts to notify Customer of such suspended access as soon as practically feasible.

CityView shall make commercially reasonable efforts to achieve the service level objectives described herein.

3. CityView will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:

   a. Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of CityView;

   b. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");

   c. An error or the acts or omissions of Customer Representatives or Users;

   d. Emergency or Scheduled maintenance or other mutually agreed upon downtime; or

   e. Any other force majeure event, as set out in Section 16(m) of the Agreement.

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Schedule "C"
Support Services

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In consideration of payment of the annual Subscription Fees set out in Schedule "A", CITYVIEW will provide:

    a.   Priority response on support requests regarding the Software, as described in the CityView Service Level Agreement set out below;

    b.   Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow CITYVIEW to provide such assistance.

    c.   Updates for the Software at no extra charge except for magnetic media and courier costs.

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CITYVIEW STANDARD SUPPORT – SERVICE LEVEL AGREEMENT

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Contract Term: 1 Year (renewable annually)

Support Channels: Web, Email or Telephone

Support Requests Allowed: Unlimited

Who Can Report: Individuals who are trained in the use of CityView can report issues to Customer Support.

Hours of Coverage: Coverage hours are 6:00 a.m. to 6:30 p.m. Mountain Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. (Only those statutory holidays that coincide between Canada and the United states are observed by CityView Technical Support.)

Accessing Support: The preferred method of opening a support incident is to use our CityView Connect Feedback mechanism within the software. Telephone support requests should be preceded by filing a support request within CityView Connect web site, including a detailed problem description. Telephone support requests will be answered live during business days, though staff may be involved serving other customers. If your call is not answered live, please leave a message, including the support request tracking number you received from the electronic filing, your name and phone or pager number. Messages are typically responded to within two hours.

Auto Acknowledgement: CityView Connect will assign a case number, accessible from the CityView Connect Feedback Status web page. Email and telephone correspondence will also result in cases being created and those will be available for review through the CityView Connect Feedback Status web page. Whenever the status of your incident changes, an email notification will automatically be sent to the individual that opened the call.

Request Response Time: A technical support engineer will respond to all requests within the time frames specified in Table 1. Business hours are 6:00 a.m. to 6:30 p.m. Mountain Standard Time from Monday through Friday, excluding CityView Technical Support observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by CityView Technical Support. We process requests in the order of their priority followed by order of submission.

What we will do if we don't hear back from you: If we don't hear back from you in ten business days, we will close your support request and mark it as "Closed / No response from customer."

Resolution of Bug-Related Requests: We will keep your request open and follow up when a fix is available in a production release. We will also contact you if we post an experimental build that will help with your problem.

What We Need to Help You

CityView wants to be as responsive as possible to your support needs. To accomplish this goal, the CityView customer support staff relies on your knowledge, self-sufficiency, and thoroughness during the troubleshooting process. You reap the benefits from this effort — it allows CityView to focus on the more difficult problems and make the product more robust. It also helps control the amount CityView charges for support.

- **Knowledge:** You should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.

- **Self-sufficiency:** Please be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching our CityView Connect Help site to determine if your issue is addressed before you submit it to our customer support staff.

- **Complete information:** As with any troubleshooting process, accurate and timely resolution depends on information. When you request support, please fill in all relevant fields in the request form, provide a detailed problem description, and attach any appropriate log files. Please note that using the CityView Connect Feedback mechanism within the product records most of this information automatically; therefore, it is the preferred way to submit a request to support because it guarantees we get this information with minimal effort from you. Unfortunately, when the request information is incomplete, it will take longer to resolve your issue.

- **Preparation:** If you call us for support, be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. In addition, please have immediate access to the computer(s) on which CityView products are running.

How to Access Support

CityView offers several methods of accessing support described below. Please note that for Priority 1 (see Table 1) issues, customers are encouraged to submit their incident online and then follow up via CityView's toll-free phone number:

CityView Connect is the best way to receive support for our product. This feature is available from the Home tab of the ribbon in CityView Desktop as well as in many of our add-on products.
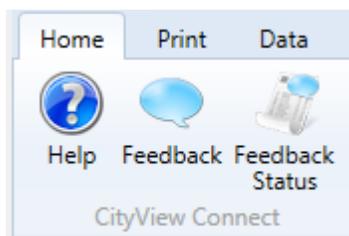
- **CityView Connect Feedback (preferred method)**
  If there is a feature you are having trouble using, or, if there is a feature you really like, please let our team know about it. Within CityView, use the Feedback button to let us know about your question or inquiry. If you have a feature request for our team, please use this method to let us know what you would like to see in the product. The information can also include screenshots and documents to help describe your feedback.

- **CityView Connect Help**

  The Help button will redirect your internet browser to our CityView Connect Help site (http://cityviewhelp.iharriscomputer.com/CityViewCMS). The site is available for customer self-service, and is comprised of a searchable content management system and downloadable updates, including links to our release notes and latest features.

- **CityView Connect Feedback Status**

  Our CityView Connect Feedback Status link redirects to our Connect Feedback website (http://cityviewsupport.harriscomputer.com/connect). This site will allow users to log new support incidents and check the status of previously submitted incidents on a 24 x 7 basis. Please contact our support group by telephone or email if there are preferred individuals who should be able to review all site calls.

- **Telephone Support**

  Telephone technical support is available between the hours of 6:00 a.m. to 6:30 p.m. Mountain Standard Time on regular business days. Customers can contact us toll-free at 1.866.988.8324. CityView technical support will respond to telephone inquiries using the Service Level Agreement provided in Table 1 below.

- **Email Support**

    Email support is available by reaching our support team at cityviewsupport@harriscomputer.com

Please note that any suggestions for enhancements to CityView that you submit will become the property of CityView. CityView may use this information for any CityView business purposes, without restriction, including for product support and development. CityView will not use information in a form that personally identifies you.

Limitations

The following are not covered by CityView's Service Level Agreement, but may be available as separate services on a time and materials basis:

a) Services required due to misuse of CityView maintained software;

b) Services required due to software corrections, customizations, or modifications not developed by CityView;

c) Services required by the Customer to be performed by CityView outside of CityView's regular business hours;

d) Services required to resolve or work-around problems that cannot be reproduced in CityView's support environment;

e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;

f) Services requested by the Customer to implement software updates provided by CityView.

Table 1. Service Level Agreement

Priority	Definition	Initial Response Time*	Commitment (CityView and Customer)	Examples
1 **(High)**	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	CityView and customer will commit necessary resources to fix problem or obtain a workaround.	• Users cannot login • Business process halted
2 **(Medium)**	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	CityView and customer will commit resources during normal business hours to resolve issue or obtain workaround.	• Cannot print • Cannot process payments • Application response is exceptionally slow
3 **(Normal)**	Moderate to negligible impact. No impact to business.	24 Hours	CityView and customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	• Non critical feature not working • Feature works but requires user intervention
4 **(Info.)**	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	• Help file clarification • Form design not in production

* Response time targets are during business hours only.

Obtaining More Information

Information about our support programs may be obtained by contacting the CityView support team at 1.800.665.5647, or via email at cityviewsupport@harriscomputer.com.

Schedule "D"

Third Party Software

Required Third Party Software

The following third party software is required but not provided by CityView as part of the Services and must be licensed by Customer directly from the applicable third party vendor, subject to such third party vendor's terms and conditions:

Third Party Software Product	Third Party Vendor	License Terms
Bluebeam Revu	Bluebeam Incorporated	www.bluebeam.com/us/license/eula.asp
Bluebeam Studio Prime	Bluebeam Incorporated	www.bluebeam.com/studio/termsofuse/

CityView agrees to collect the applicable license fees from Customer for the Bluebeam Software and shall issue a purchase order to Bluebeam Incorporated on behalf of Customer for the Bluebeam Software. Bluebeam Incorporated shall deliver the Bluebeam Software directly to Customer. CityView shall have no responsibility for the Bluebeam Software other than to issue a purchase order in accordance with this paragraph.