

## Terms of Service between ArchiveSocial, LLC and Greenfield, IN

THESE TERMS GOVERN YOUR USE OF OUR SERVICES. IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THESE TERMS WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THESE TERMS, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THESE TERMS, OR FOR FREE SERVICES, BY USING SUCH SERVICES, YOU AGREE TO THESE TERMS. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT USE THE SERVICES. ANY CHANGES TO THESE TERMS WILL BE IN EFFECT AS OF THE “LAST UPDATED” DATE REFERENCED ABOVE. YOU SHOULD REVIEW THESE TERMS PRIOR TO USING OR PURCHASING ANY OF OUR SERVICES. YOUR CONTINUED USE OF OUR SERVICES AFTER THE “LAST UPDATED” DATE WILL CONSTITUTE YOUR ACCEPTANCE OF AND AGREEMENT TO SUCH CHANGES.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE OUR DIRECT COMPETITOR, EXCEPT WITH OUR PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

### 1. THE DEFINITIONS

**“Affiliates”** means any entity, instrumentality, or Governmental Entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

**“Archived Content”** means content, data, and/or information that is captured and archived by the Services that You transmit to and through certain social media platforms and certain Internet websites that You designate.

**“ArchiveSocial”, “We”, “Us” or “Our”** means ArchiveSocial, LLC, a Delaware limited liability company doing business as ArchiveSocial, or its parent entity, CivicPlus, LLC, a Kansas limited liability company, doing business as CivicPlus, whichever is listed on the Order Form.

**“Authentication Information”** means, with respect to each Permitted Account, the username, password, login information, or other user credentials required to authorize the Services for the Permitted Account on the Supported Platform.

**“Content”** means information obtained by Us from publicly available sources or third party content providers and made available to You through the Services.

**“Governmental Entity”** means any supranational, national, state, municipal, local government, any instrumentality, subdivision, court, administrative agency or commission, or other governmental

authority, or any quasi-governmental or private body exercising any regulatory or other governmental or quasi-governmental authority.

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

**“Order Form”** means Our ordering template or online order specifying the Services to be provided hereunder entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of these Terms as if it were an original party hereto.

**“Privacy Policy”** means Our privacy policy located at <https://www.civicplus.help/hc/en-us/articles/11080149398039-CivicPlus-Privacy-Policy>

**“Services”** means the services provided by Us to You under these Terms to automatically capture and archive certain social media and Internet website content for records retention, e-discovery, regulatory compliance and other related and/or relevant purposes.

**“Terms”** means these Terms of Service, Privacy Policy, incorporated herein by reference, and such other additional terms and conditions specific to certain areas of our Website and/or Services as set forth herein.

**“User”** means, in the case of an individual accepting these Terms on his or her own behalf, such individual, or, in the case of an individual accepting these Terms on behalf of a company or other legal entity, an individual who is authorized by You to use the Services, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge for whom a Service has been provisioned), and to whom You (or, when applicable, We at Your request) have supplied user identification and password (for Services utilizing authentication). User may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

**“Website”** means Our website located at <https://www.civicplus.com>.

**“You” or “Your”** means Greenfield, Indiana and Affiliates of that entity.

## 2. OUR RESPONSIBILITIES

**2.1 Provision of Services.** We will (a) make the Services and Archived Content available to You pursuant to these Terms and any applicable Order Forms, and (b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime, (ii) any unavailability caused by circumstances beyond Our reasonable control, including for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, third party application failure or delay or other restriction, Supported Platform degradation or outage, or denial of service attack, and (iii) any changes, modifications, or removal of features to a social media or web hosting platform that We support (collectively, **“Supported Platforms”**), or its application programming interfaces or terms of use.

**2.2 Authentication Information.** In order for us to provide the Service and to capture, archive, and to maintain Archived Content for You, You will need to authorize the Service with the Supported Platforms by providing Your Authentication Information to the Supported Platforms (including any updates to such Authentication Information) with respect to social media accounts and/or Internet websites owned by You or that You have explicit authorization to use (collectively, **“Permitted Accounts”**) on the Supported Platforms. We will not have any access to nor store Your Authentication Information. Failure to comply with the terms of this Section may result in Us, in Our sole discretion, immediately terminating Your Services, revoking or restricting Your right to access and/or to use the Services, or Your Archived Content.

**2.3 Our Personnel.** We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under these Terms, except as otherwise specified herein.

### **3. FREE TRIALS**

**3.1 Free Trial.** If You register on Our Website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the Services, or (b) the start date of any Services purchased by You, or (c) termination by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration webpage. Any such additional terms and conditions are incorporated into these Terms by reference and are legally binding.

**3.2 DISCLAIMERS.** ANY ARCHIVED CONTENT, DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SERVICES BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING SECTIONS 9 (WARRANTY; DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY) AND 8.1 (INDEMNIFICATION BY US), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND WE SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD. WITHOUT LIMITING THE FOREGOING, WE AND OUR AFFILIATES AND THEIR LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET YOUR REQUIREMENTS, AND (B) YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 9.3 (LIMITATION OF LIABILITY), YOU SHALL BE FULLY LIABLE UNDER THESE TERMS TO US AND OUR AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY YOU OF THESE TERMS AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

### **4. USE OF THE SERVICES AND CONTENT**

**4.1 Usage Limits.** Services and Archived Content are subject to usage limits, including, for example, the number of Permitted Accounts and/or the monthly volume of new Archived Content. If you

regularly exceed the contractual usage limit, We may work with You to help reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You may be required to purchase additional quantities of the applicable Services upon Our request.

**4.2 Usage Restrictions.** You will not (a) make the Services available to anyone other than Users, or use the Services for the benefit of, anyone other than You, unless expressly stated otherwise in an Order Form, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services, or include the Services in a service bureau or outsourcing offering, (c) use the Service to store or transmit Malicious Code, (d) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (e) attempt to gain unauthorized access to the Services or Archived Content or its related systems or networks, (f) permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit, or to access or use any of Our intellectual property except as permitted under these Terms, (g) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, or (h) disassemble, reverse engineer, or decompile the Services or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service or (4) determine whether the Services are within the scope of any patent. Any use of the Services in breach of these Terms, by You or Users that in Our judgment threatens the security, integrity or availability of Our Services, may result in Our suspension of the Services upon 30 days' notice; however, We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

**4.3 Content Restrictions.** You may not incorporate or use the Services in connection with Your Permitted Accounts if Your Permitted Accounts or any of the content, data, and/or information available on such Permitted Accounts (or if Your use of the Service otherwise) falls within any of the following: (a) is primarily directed to children age 13 or under or that has children aged 13 or under as a significant proportion of its users; (b) contains adult entertainment, including pornography, erotic content, sexually explicit content, prostitution, or any other content not appropriate for general audiences; or (c) promotes, encourages or facilitates any illegal activity, violates the law or violates the rights of any third party (including, without limitation, intellectual property rights, rights of privacy, or rights of personality).

**4.4 Credentials.** You are responsible for creating an account within the Services and ensuring that: (a) Your account registration information is complete and accurate; and (b) Your account credentials are confidential. You will notify Us immediately of any unauthorized use of Your account or account credentials, or any other known or suspected breach of the security of Your account. You are responsible for the activity that occurs within Your account and for the actions or omissions of Your employees, contractors, or agents, whether such person is or was acting within the scope of their employment, engagement, or agency relationship. You will not permit Our competitors to access the Services.

**4.5 Supported Platform API Terms of Service.** You agree to be bound by the terms of service for each of the Supported Platforms for which You have authorized with Your Authentication information, including but not limited to: <https://www.youtube.com/t/terms>. If at any time a Supported Platform requires Us to remove, delete, modify, or otherwise alter in any way Your Archived Content, We reserve the right to do so and any such alteration by Us in compliance with such request shall not be a breach of this Agreement.

## **5. INTELLECTUAL PROPERTY**

**5.1 Our IP.** All right, title and interest in and to the Services, Website, trademarks, tradenames, service marks, logos, the information technology infrastructure including the software, hardware, databases, electronic systems, networks, and all applications, application programming interfaces required to deliver the Services, or made available or accessible to You by Us, including all documentation regarding the use or operation of the Services are the sole and exclusive property of Ours. No rights are granted to You hereunder other than as expressly set forth herein.

**5.2 License to Host Archived Content.** You grant Us, Our Affiliates and applicable contractors worldwide, limited-term license to host, copy, display and use any Archived Content as reasonably necessary for Us to provide, and ensure proper operation of, Our Services and associated systems in accordance with these Terms. Subject to the limited license granted herein, We acquire no right, title or interest from You or Your licensors under these Terms in or to any of the Archived Content.

**5.3 Feedback.** You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement, request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our or Our Affiliates' Services.

## **6. FEES**

**6.1 Fees.** You will pay all applicable fees as listed on the Order Form for the Services plan based on the number of Permitted Accounts, the volume of Archived Content, and the type of Service for which You sign up.

**6.2 Invoicing and Payment.** All fees with respect to the Service will be invoiced in advance and paid in U.S. dollars of immediately available funds via check, credit card or electronic bank transfer. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all purchased Services each month. Such charges shall be made in advance, either annually or monthly. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

**6.3 Overdue Charges.** If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges **may**, if allowable under your laws, accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted

by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2.

**6.4 Renewal.** Unless specifically agreed upon in writing between You and Us at commencement of Your subscription to the Service, or unless You cancel the subscription using the appropriate mechanism provided within the Service or notify Us by email at [Compliance-cs@civicplus.com](mailto:Compliance-cs@civicplus.com), the Services will automatically renew for a 12 month renewal term at the rates set forth on the original Order Form plus a 5% uplift (unless otherwise noted on an Order Form) and any other applicable pricing increase you have been notified of. The fee for us of the Services for each renewal term shall be charged using the credit card or other payment information associated with Your Subscriber account at the expiration of each period of Service for which You have already paid.

**6.5 Refunds and Changes to Service.** In the event that You cancel Your subscription to the Service or We cancel your subscription for convenience (but not in the event that Your subscription is terminated by Us as a result of Your violation of these Terms), You shall continue to have access to the portion of the Service during the remaining period of time, if any, for which You have already paid to access and to use the Service. You will not be entitled to any refund with respect to all or any portion of Your subscription to the Service or related Service fees which You may have paid in advance, regardless of the reason You cease to use such Service or choose to cancel Your subscription to such Service, although We may elect to provide such a full or partial refund in Our sole discretion. If You change subscription plans during the term of Your current subscription to the Service, You may be eligible for a pro rata credit against the cost of any new Service fee or subscription amount based on the remaining unused and prepaid portion of Your prior subscription. Notwithstanding the foregoing, the terms of 10.3 Your Data Portability and Deletion shall apply regardless of which party initiates the termination.

## **7. PRIVACY STATEMENT AND SECURITY**

We treat Your privacy seriously and respect Your concerns about how We may gather and/or use Your Archived Content. While We cannot guarantee the privacy and security of Your Archived Content, We will use commercially reasonable efforts consistent with other businesses of a similar size and nature to help ensure the safety of Your Archived Content. However, as more fully described in the Privacy Policy, You acknowledge and agree that We cannot and do not represent, warrant, covenant or guarantee that the Website, the Service or Your Archived Content are invulnerable to all security breaches or immune from viruses, security threats or other vulnerabilities.

In addition, when You initially access the Website, and on occasions when You access the Website thereafter, We may collect certain data in addition to the data collected during registration for the Services. Our Privacy Policy will govern how We may collect and use this data.

By assenting to these Terms and using this Website and the Services, You evidence Your agreement with, and understanding of, the Privacy Policy accessible on Our Website. You may read and review our Privacy Policy at <https://www.civicplus.help/hc/en-us/articles/11080149398039-CivicPlus-Privacy-Policy>

## 8. MUTUAL INDEMNIFICATION

**8.1 Indemnification By Us.** We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the Services infringe or misappropriate such third party's intellectual property rights (a **"Claim Against You"**), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to the Services, We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties herein, (ii) obtain a license for Your continued use of such Services in accordance with these Terms, or (iii) terminate Your subscriptions for such Services upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that our Services are the basis of the Claim Against You; (2) a Claim Against You arises from the use or combination of Our Services or any part thereof with software, hardware, data, or processes not provided by Us, if Our Services or use thereof would not infringe without such combination; (3) a Claim Against You arises from Services under an Order Form for which there is no charge; or (4) a Claim Against You arises from Archived Content or Your use of the Services in violation of these Terms.

**8.2 Indemnification by You.** You will defend Us and Our Affiliates against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that (a) any of Your Archived Content or Your use of Your Archived Content with Our Services, (b) a third party application provided by You, or (c) the combination of a third-party application provided by You and used with Our Services, infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Archived Content in an unlawful manner or in violation of these Terms (each a **"Claim Against Us"**), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

**8.3 Exclusive Remedy.** This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 8.

## **9. WARRANTY; DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

**9.1 Mutual Representations and Warranties.** Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the law of its state of incorporation and has the full power and authority to execute, deliver and perform these Terms, and (ii) these Terms have been duly and validly executed and constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

**9.2 WARRANTY DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

**9.3 LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RIGHT TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 6 ABOVE.

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

**9.5 FEDERAL GOVERNMENT AGENCIES.** NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, IF YOU ARE A UNITED STATES FEDERAL GOVERNMENT ENTITY, LIABILITY OR ANY CLAIM ARISING FROM THESE TERMS SHALL BE DETERMINED UNDER THE FEDERAL TORT CLAIMS ACT, OR OTHER GOVERNING FEDERAL AUTHORITY AND FEDERAL STATUTE OF LIMITATIONS PROVISIONS SHALL APPLY TO ANY BREACH OR CLAIM.



## **10. TERM AND TERMINATION**

**10.1 Term.** Except as otherwise specified in an Order Form, these Terms commence on the date You first accept them and continue for a twelve (12) month period thereafter, unless and until earlier terminated in accordance with Section 10.2. Except as otherwise specified in an Order Form, these Terms will automatically renew for additional twelve (12) month periods thereafter, unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the relevant term.

**10.2 Termination.** A party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If You are a Governmental Entity, You may terminate this Agreement at the end of Your fiscal year upon thirty (30) days written notice to Us for lack of sufficient funds not appropriated to continue the Services provided in these Terms and for the payment of the fees hereunder.

**10.3 Your Data Portability and Deletion.** You may export Your Archived Content at any time during the term of these Terms. In addition, and upon written request by You made within thirty (30) days after the effective date of termination or expiration of these Terms, We will make Your Archived Content available to You for export or download for thirty (30) days upon Our receipt of such written request. After such thirty (30) day period, We will have no obligation to maintain or provide You with Your Archived Content, We will thereafter delete or destroy all copies of Your Archived Content in Our systems or otherwise in Our possession or control, unless legally prohibited, in accordance with Our standard retention policy. In addition to our service's normal procedure for deleting Archived Content, users can revoke our access to their data via the Supported Platforms' settings page, including but not limited to: <https://security.google.com/settings/security/permissions>.

**10.4 Surviving Provisions.** Sections 1, 3, 4, 5, 6, 8, 9, 10, and 11 will survive any termination or expiration of these Terms.

## **11. MISCELLANEOUS**

**11.1 Manner of Giving Notice.** Any legal notice under these Terms will be in writing and delivered by personal delivery, express courier, certified or registered mail, postage prepaid and return receipt requested, or by email. Notices will be deemed to be effective upon personal delivery, one (1) day after deposit with express courier, five (5) business days after deposit in the mail, or when receipt is acknowledged in the case of email to Us. Notices will be sent to You at the address set forth on the Order Form or such other address as You may specify. Notices will be sent to Us at the following address: ArchiveSocial, LLC, Attention: Legal Department, 302 S 4<sup>th</sup> Street, STE 500, Manhattan, KS 66502, or in the case of email, to [Compliance-cs@civicplus.com](mailto:Compliance-cs@civicplus.com)

**11.2 Governing Law; Venue.** These Terms will be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict/choice of law principles. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in Wake County, in the State of North Carolina, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. **If You are a Governmental Entity,** these Terms will be governed by, construed in accordance with the laws of the Your jurisdiction, without regard to conflict/choice of law principles, and any legal actions or proceedings arising under these Terms will be brought exclusively in the federal or state courts of Your jurisdiction.

**11.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under these Terms.

**11.4 Entire Agreement and Order of Precedence.** Except as otherwise agreed in writing by the parties, these Terms are the entire agreement between You and Us regarding Your use of the Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of these Terms will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. You expressly acknowledge and agree that any term or condition stated in Your purchase order or in any other of Your order documentation, Your referenced online terms (excluding Order Forms) is void and without effect. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form and (2) these Terms.

**11.5 Assignment.** Neither party may assign these Terms, in whole or in part, without the other party's prior written consent, except that either party may assign these Terms without the other party's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets. Any attempt to assign these Terms other than as permitted herein will be null and void. These Terms will inure to the benefit of, and bind, the parties' respective successors and permitted assigns.

**11.6 Relationship of the Parties.** The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**11.7 Waiver.** No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right.

**11.8 Publicity.** We may disclose that You are a customer of Ours.

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

Acceptance

IN WITNESS WHEREOF, the Parties have caused these Terms to be executed by their duly authorized representatives as of the dates below.

**Client**

**ArchiveSocial, LLC**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: