

Citian, Inc. Master Subscription Agreement

This Master Subscription Agreement is entered into on the date set forth in the Purchase Order, Statement of Work, or similar document ("Effective Date") by and between Citian, Inc., a Delaware corporation with its principal place of business at 99 M Street, SE, Suite 755, Washington, DC 20003 ("Citian"), and Ordering Activity under GSA Schedule contracts identified in the Order ("Customer").

1 Definitions.

- 1.1 "Agreement"** as used herein includes this Master Subscription Agreement and any exhibits, schedules, amendment, addenda or appendices hereto, any documents incorporated herein and any Order Forms or SOWs referencing this Agreement.
- 1.2 "Authorized User"** means any employee or independent contractor or other end user of Customer who has been authorized by Customer to access and use the Offering in accordance with the terms herein and who has separately agreed to Citian's standard terms of use agreement.
- 1.3 "Confidential Information"** has the meaning set forth in Section 7 of this Agreement.
- 1.4 "Control"** means either the direct or indirect control of 50 percent or more of the shares or other equity interests of the subject entity entitled to vote in the election of directors or other matters (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority).
- 1.5 "Customer Data"** means any and all information entered or uploaded to the Offering by or on behalf of Customer or an Authorized User.
- 1.6 "Deliverable"** means all custom-developed documents, designs, and other materials that are authored or prepared by Citian for Customer pursuant to an SOW and that are specifically identified on such SOW as a "Deliverable". The term "Deliverable" does not include the Offering (including all modifications, improvements and enhancements to the Offering), the Offering documentation, Citian's proprietary education and training content, and all pre-existing materials related to Citian's Professional Services processes, know-how and methodologies.
- 1.7 "Force Majeure Events"** has the meaning set forth in Section 21 of this Agreement.
- 1.8 "Offering"** means any of Citian's commercially available software as a service (SaaS) application that are ordered by Customer via one or more Order Form(s).
- 1.9 "Order Form"** has the meaning set forth in Section 4 of this Agreement.
- 1.10 "Professional Services"** has the meaning set forth in Section 6 of this Agreement.
- 1.11 "Service Description Document"** means the document titled "Service Description Document," which includes functional descriptions of Citian's commercially available software application to be deployed, as may be updated from time to time. The current version (as of the Effective Date) of the Service Description Document is attached hereto as Exhibit C. Updated versions of the Service Description Document will be provided to Customer by Citian any time during the Term upon request.
- 1.12 "SOW"** has the meaning set forth in Section 6 of this Agreement.
- 1.13 "Subscription Term"** has the meaning set out in Section 3.4 of this Agreement.
- 1.14 "Term"** has the meaning set forth in Section 2.1 of this Agreement.

2 Term and Termination.

- 2.1 Term of Agreement.** The duration of this Agreement commences on the Effective Date and continues until terminated in accordance with the terms herein ("Term"). This Agreement will automatically terminate upon the expiration of all Order Forms entered into pursuant to this Agreement.
- 2.2 Term of Order Forms and SOWs.** The term of each Order Form or SOW will be as set forth in such Order Form or SOW. If no term is set forth on an Order Form or SOW, the term will commence on the effective date of such Order Form or SOW and continue for a period of one (1) year. Thereafter, the term of the Order Form or SOW may be renewed for successive one (1) year terms by executing a written order for the successive renewal term.
- 2.3 Right to Terminate.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Citian shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

3 Offering Usage Rights.

- 3.1 General Rights.** Through the expiration or termination of the Agreement, Citian grants to Customer a limited, non-transferable, non-exclusive right to access and use the features and functionality of the Offering and Offering documentation for Customer's internal business purposes. The Offering shall be made available to Customer as a service that Customer may access and use for the Subscription Term set out in an Order Form(s). Citian will host and retain physical control over the Offering and make the Offering available through the Internet for access, use and operation by Customer through a web browser. Other than as specifically set forth above and unless otherwise agreed to by Citian in writing, no provision under this Agreement shall obligate Citian to deliver or otherwise make available any copies of computer programs or code from the Offering to Customer, whether in object code or source code form.
- 3.2 General Restrictions.** Except where applicable law prohibits such restrictions, Customer agrees that it shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, distribute, time share or otherwise commercially exploit or make the Offering available to any third party other than as contemplated by this Agreement; (ii) make derivative works of, disassemble, reverse compile or reverse engineer any part of the Offering or Offering documentation; or (iii) access the Offering or Offering documentation in order to build a similar or competitive product or service (or contract with a third party to do so). Customer may not remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings within the Offering or Offering documentation.
- 3.3 Use By Authorized Users.** Subject to the usage limitations described below, Customer may allow Authorized Users to access and use the Offering solely for Customer's internal business purposes. The obligations and limitations as to Customer that are set forth in

this Agreement also apply to Authorized Users that are provided access to the Offering. Customer is responsible for ensuring that its employees, any third parties and its Authorized Users (and their employees) are aware of and comply with the terms of this Agreement. Any breach of this Agreement by such entities or individuals shall be deemed to be a breach by Customer and Customer is liable for such breaches.

3.4 Usage Limitations. Each Order Form may set forth a user limit or other usage limitation. Use of the Offering by Customer is restricted to the number and type of users (or such other usage limitation) as set forth in the Order Form. A user means an individual human being and may be an employee, consultant, contractor or agent of Customer or an Authorized User. User rights are granted for a specific time period as set out in an Order Form and use of the Offering by Customer is limited to such time period ("Subscription Term"). User rights may be transferred from one person to another person by Customer, but user rights may not be shared or used concurrently by more than one person at a time.

4 Order Forms. The Offering ordered by Customer shall be listed in a mutually executed ordering document on Citian's form ("Order Form"). Each Order Form will specify the specific Offering application(s) ordered, the fees and the payment terms for use of the Offering. The Subscription Term for each Order Form commences on the start date specified in each Order Form and continues for the term specified therein. Each Order Form during the Term is governed by the terms of this Agreement. In the event of a conflict or discrepancy between the terms of an Order Form and the terms of the Agreement, the Agreement shall govern except as to which specific Offering applications were ordered, the Subscription Term for the order, and the fees, currency and payment terms for the order, for which the Order Form shall govern.

5 Services Levels and Support. Citian's policies, procedures and practices regarding system performance, monitoring and technical support are as set forth in the Service Level Agreement ("SLA") contained in Exhibit A. Citian reserves the right to change such policies, procedures and practices as required in Citian's reasonable judgment, provided that such changes may never degrade in any material respect the standard of service or protections described Exhibit A.

6 Professional Services. Citian offers certain professional services including services related to implementation and optimization of the Offering, change management and business practice optimization, and education and training ("Professional Services"). Such Professional Services are typically purchased via a mutually executed statement of work ("SOW"). Unless otherwise set forth in the SOW, Customer shall have a non-exclusive, internal-use license to the Deliverables resulting from Citian's Professional Services for the duration of the SOW. Each SOW during the Term is governed by the terms of this Agreement and in the event of any conflict or discrepancy between an SOW and the terms of the Agreement, the Agreement shall govern except as to the scope of work, fees, currency, expenses and payment terms for the Professional Services, for which the SOW will govern.

7 Confidential Information. Each party agrees: (i) that it will use (and will ensure that its employees, Authorized Users, agents, contractors and other allowed third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person or entity, unless authorized by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. As to Citian, the term "**Confidential Information**" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Offering that are not available to the general public via the public internet (including screenshots of the same), future product plans, any Offering documentation or specifications provided to Customer, , audit, performance and security test results (whether conducted by Citian or Customer), and any other proprietary, financial or business information supplied to Customer by Citian. As to Customer, the term "Confidential Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Offering, and Customer Data (including personally identifiable data). Notwithstanding the foregoing, "Confidential Information" shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party. Notwithstanding the foregoing, it shall not be a breach of this Agreement to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or regulatory investigation or requirement, or arbitration or litigation arising out of this Agreement; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure, promptly notify the other party in order to provide the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement. Additional information regarding Confidential Information along with Citian's Mutual Non-Disclosure Agreement, which will be adhered to throughout the term of this contract, can be found in **Exhibit B**. Citian recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

8 Ownership. As between Customer and Citian, Customer shall retain all right, title and interest to all Customer Data. Citian shall retain all right, title and interest in and to (i) the Offering, the Offering documentation, all modifications, improvements and enhancements to the Offering (regardless of the source of inspiration for any such enhancement or modification and regardless of whether Customer has provided input regarding such modifications and enhancements) and all inventions or discoveries embodied within the Offering; (ii) proprietary education or training content; (iii) pre-existing materials related to Citian's Professional Services processes, know-how and methodologies; and (iv) all Deliverables, provided that no Customer Confidential Information (including any personally identifiable information or Customer proprietary data) is shared or revealed by or included within the portion of any Deliverable later used by Citian. Notwithstanding any other term of this Agreement, Citian may access and use and shall retain all right, title and interest in transactional and performance data related to use of the Offering, which may include aggregated and anonymized data based upon Customer Data, so long as such data does not reveal any personally identifiable information or specific traits of any particular individual person or of Customer or an Authorized User. Citian reserves to itself all rights that are not expressly granted pursuant to this Agreement.

9 Customer Data.

9.1 License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Data. Customer will obtain all third-party licenses, consents and permissions needed for Citian to use the Customer Data to provide the Offering or Professional Services. Without limiting the foregoing, Customer will be solely responsible for obtaining from third parties all necessary rights for Citian to use the Customer Data submitted by or on behalf of Customer for the purposes set

forth in this Agreement. Customer grants Citian a non-exclusive, worldwide, royalty-free and fully paid license (a) during the Term to use the Customer Data as necessary for purposes of providing and improving the Services; (b) during the Term to use the Customer trademarks, service marks, and logos as required to provide the Services; and (c) during and after the Term to use the Customer Data in an aggregated and anonymized form to: (i) improve the Offering and Citian's related products and services; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Offering, provided that no Customer-only statistics will be disclosed to third parties without Customer's consent. The Customer Data and all worldwide intellectual property rights in it are the exclusive property of Customer. All rights in and to the Customer Data not expressly granted to Citian in this Agreement are reserved by Customer.

9.2 Customer Warranty. Customer represents and warrants that any Customer Data will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Citian's system or data; and (e) otherwise violate the rights of a third party. Citian is not obligated to back up any Customer Data; the Customer is solely responsible for creating backup copies of any Customer Data at Customer's sole cost and expense. Customer agrees that any use of the Offering contrary to or in violation of the representations and warranties of Customer in this Section 9.2 constitutes unauthorized and improper use of the Offering.

10 Payments.

10.1 Payment and Taxes. Customer agrees to pay to Citian or its authorized reseller as applicable all amounts set forth on the applicable Order Forms and SOWs in accordance with GSA Schedule Pricelist. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

10.2Reserved..

11 Citian Warranties. Citian represents and warrants as follows: (i) the Offering will perform substantially in accordance with the Service Description Document; (ii) Professional Services shall be provided in a professional manner consistent with industry standards; (iii) Citian has the right to grant license for Offering to the Customer; (iv) Offering is free from all viruses detectable by industry standard means; and (v) Offering is free from all material defects and further that Citian will correct any such defect in the Offering at no additional cost to Customer. Customer must notify Citian in writing of any claim that the Offering does not perform substantially in accordance with the Service Description Document no later than thirty (30) days after the last day of the month in which the asserted non-performance occurred. Customer must notify Citian in writing of any claim of breach of warranty relating to Professional Services within ninety (90) days of completion of the Professional Services engagement (normally an SOW) under which the Professional Services were delivered. For any breach of the warranty claim with respect to the Services Description Document, Customer's exclusive remedy and Citian's entire liability shall be for Citian to (i) provide the support required hereunder to bring the Offering in compliance with the Service Description Document; or if both parties agree that such support will or has not remedied the non-complying Offering, (ii) terminate the Agreement or applicable Order Form and refund the prepaid fees for the Offering, on a pro rata basis, for the period following termination. For any breach of warranty claim relating to Professional Services, Customer's exclusive remedy and Citian's entire liability shall be for Citian to (i) re-perform the deficient Professional Services; or if both parties agree that re-performance will not remedy the deficient Professional Services, (ii) refund the fees paid for the Professional Services.

12 DISCLAIMER OF WARRANTY. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT OR TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, CITIAN DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CITIAN DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED.

13 Indemnification.

13.1 General Indemnity. Citian agrees to defend, indemnify and hold harmless Customer and its directors, officers and employees from and against any demands, damages or liabilities (including reasonable attorneys' fees) arising from a third-party claim that Citian caused bodily injury (including death) or damaged real or tangible personal property in the provision of the Offering or Professional Services hereunder. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

13.2 Infringement Indemnity. Citian shall at its expense defend, or at its option settle any claim, action or allegation brought against Customer alleging that the Offering, when used as authorized herein, or any Deliverable infringes any valid U.S. copyright, patent, trade secret or any other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into, provided that Customer gives prompt written notice to Citian of any such claim, action or allegation of infringement and gives Citian the authority to proceed as contemplated herein. In the event any infringement claim, action or allegation is brought or threatened, Citian may, at its sole option and expense: (a) procure for Customer the right to continue use of the Offering, Deliverable or infringing part thereof; (b) modify, amend or replace the Offering, Deliverable or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is in Citian's opinion commercially practicable, (c) terminate this Agreement (or the portion of any Order Forms for allegedly infringing materials) and refund to Customer the prorated amount of the fees prepaid by Customer under the relevant Order Forms or SOWs that were to apply to the remainder of the unexpired Term, as calculated from the termination date through the remainder of the unexpired Term. The foregoing obligations will not apply to the extent the infringement arises as a result of (i) any use of the Offering in a manner expressly prohibited by this Agreement (including any modification of the Offering by any party other than Citian); or (ii) any use by Customer of the Offering in combination with other products, equipment, devices, software, systems or data not supplied by Citian to the extent such claim is directed against such combination, provided that this exclusion shall not be applicable to combinations with hardware, software or other technology required to access and use the Offering (e.g., a web browser, an internet connection and a personal computer, upon which certain Citian applications are built). This Section states the exclusive remedy of Customer and the entire liability of Citian with respect to infringement of any patent, copyright, trade secret or other intellectual property right.

13.3Reserved.

13.4 Indemnity Process. The indemnifying party will have the exclusive right to defend any indemnified claim (including the right to select and control the work of counsel) and make settlements thereof at its own discretion. The indemnifying party may not settle or compromise any indemnified claim, action or allegation that requires payment of fees by the indemnified party or an admission of liability by the indemnified party, except with prior written consent of the indemnified party. The indemnified party shall give such non-monetary assistance and information as the indemnifying party may reasonably require to settle or defend indemnified claims.

14 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR ANY LOSS OF REVENUE, PROFITS OR DATA USE ARISING OUT OF THIS AGREEMENT. CITIAN'S MAXIMUM LIABILITY IN CONNECTION WITH THIS AGREEMENT, ON THE BASIS OF ANY THEORY OF LIABILITY OR CAUSE OF ACTION, SHALL BE LIMITED TO THE FEES COLLECTED BY CITIAN FROM CUSTOMER PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE IMPOSITION OF LIABILITY. THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY (A) TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (B) TO CUSTOMER'S CONTRACTUAL PAYMENT OBLIGATIONS, (C) TO THE INDEMNITY OBLIGATIONS SET FORTH IN SECTIONS 13, (D) TO ANY BREACH OF CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 7 OR (E) TO DAMAGES AS A RESULT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

15 Governing Law and Dispute Resolution. This subcontract shall be interpreted and construed in accordance with the Federal laws of the United States.

16 Export Control Laws. Each party shall comply with the export control laws of the United States which are applicable to the Offering. Such export control laws may prohibit use of the Offering in certain sanctioned or embargoed countries.

17 Pricing Adjustment. Citian offers the Offering to Customer for the annual license fee and other fees set forth in the Order Form ("Price"). Such Price shall not increase during the initial term of the Order Form..

18 Advertising. Citian will not use the Customer or the name of any agency in any advertisement, news release, or professional or trade publication without prior written approval from Customer.

19 Independent Contractors. Citian and Customer are independent contractors. Neither party has the authority to bind or make any commitment on behalf of the other party. None of either party's employees are entitled to any employment rights or benefits of the other party. Citian will be solely responsible for: (i) paying all wages and other compensation to Citian employees; (ii) withholding and payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Citian's employees; (iii) providing all insurance and other employment-related benefits to Citian's employees; and (iv) making any overtime payments to Citian's employees if required by law or regulations.

20 Waiver, Entire Agreement and Amendments, Representations, Severability and Purchase Orders. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will not be construed to be a waiver of such provisions, or in any way affect the right of either party to enforce such provision thereafter. The Agreement encompasses the entire agreement between Customer and Citian with respect to the subject matter hereof and supersedes all prior representations, agreements and understandings, written or oral. This Agreement may not be altered, amended or modified except by written instrument signed by the duly authorized representatives of both parties. Customer acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent), assurance or warranty (whether or not in writing) of Citian, or any other person (whether or not party to this Agreement) other than as expressly set out in the Agreement. Customer specifically agrees that it has not relied upon and its purchase of subscriptions is not contingent upon the future availability of any software, products, services, programs, modifications, enhancements or updates in entering into the payment obligations in this Agreement. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of the Agreement shall remain in full force and effect. The terms and conditions appearing on any purchase order issued by Customer for this Agreement, if any, shall not change, add to, or modify the terms or conditions of this Agreement and shall have no effect.

21 Assignment. Neither party may transfer or assign this Agreement without the other party's prior written consent.

22 Survival. The provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including, without limitation, the provisions regarding confidentiality, disclaimer of warranties and limitation of liability.

23 Force Majeure. In accordance with FAR Clause 52.212-4(f), Citian shall not be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, flood, wind, storm, lightning or similar act of God, or by embargo, acts of sabotage, terrorism, riot or civil unrest, internet outages or mandatory compliance with any governmental act, regulation or request ("Force Majeure Events"). If a Force Majeure Event occurs and disrupts the services to be provided under this Agreement, the Agreement shall be deemed extended by the duration of the Force Majeure Event.

24 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given or made if hand delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by recognized courier service (e.g., Federal Express, DHL, UPS), and addressed (i) if to Customer then to the attention of "Legal" at the addresses listed in the last signed Order Form (or to such other address as Customer may have designated by like notice forwarded to Citian hereto) or (ii) if to Citian then to the attention of "Legal" at 99 M Street, SE, Suite 755, Washington, DC 20003.

25 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

26 Customer's Use of Third-Party Licensed Data. To the extent that Customer stores data in the Offering that has been purchased or licensed from third parties, Customer is responsible for ensuring its use, processing, reporting against, combination, comingling and manipulation of such data complies with its agreements with the third-party data provider.

27 Execution. This Agreement may be executed in counterparts and exchanged by facsimile or electronically scanned copy exchanged via email or via electronic signature. Each such counterpart shall be deemed to be an original and all such counterparts together shall constitute one and the same Agreement.

The authorized representatives of the parties have executed this Agreement by their signatures below:

Citian, Inc.	Customer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

Service Level Agreement

1. Service Availability

1.1 Measure. The Offering will be available 99.5% of the time (24x7x365), except as provided below. Offering availability will be calculated per calendar quarter, as follows:

total – nonexcluded - excluded > 99.5% total - excluded

Where:

- total means the total number of minutes for the quarter
- nonexcluded means downtime that is not excluded
- excluded means the following:
 - Any planned downtime of which Citian gives 8 hours or more notice. Citian will use commercially reasonable efforts to schedule all planned downtime during non-peak usage times (i.e., the hours from 6:00 p.m. Friday to Sunday midnight, U.S. Eastern Time).
 - Any unavailability caused by circumstances beyond Citian's reasonable control, including without limitation, a Force Majeure Event.
 - Any unavailability as a result of (i) non-compliance by Customer with any provision of this SLA; (ii) incompatibility of Customer's equipment or software with the Offering; (iii) actions or inactions of Customer or third parties; (iv) Customer's use of the Offering after Citian has advised Customer to modify its use of the Offering, if Customer did not modify its use as advised; (v) acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Offering by means of Customer's

- passwords or equipment; (vi) performance of Customer's systems or the Internet; (vii) any systemic Internet failures; or (viii) network unavailability or Customer's bandwidth limitations.
- For purposes of the availability calculation, "downtime" means a measurement interval during which time the Offering is not responsive to an automated request ("Monitoring Transaction") generated by Citian's monitoring software. Measurement intervals for Monitoring Transactions are no more than five (5) minutes on a 24X7 basis. Monitoring Transactions used for the availability calculation include network and application availability requests. The monitoring process does not cover every feature of the Offering. With respect to such features, Citian will investigate any suspected availability problem reported by Customer or which it otherwise becomes aware of and take commercially reasonable efforts to correct any such issues that can be verified by Citian.
- For any partial calendar quarter during which Customer subscribes to the Offering, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

1.2 Remedies: Should Citian fail to meet 99.5% availability of the Offering for a calendar quarter, Customer shall have the option of one (but not both) of the following. First, Customer may continue to use the Offering but receive credit for one full day of the Offering subscription usage (as of the end of the quarter in which the failure occurred), for each full or partial hour of Offering unavailability below 99.5%. Any such credit shall be applied to Customer's next invoice (or refunded if there are no forthcoming invoices). Second, if Citian fails to meet 98% availability of the Offering for a calendar quarter, Customer may terminate its Agreement with Citian for cause and stop using the Offering, in which case Citian will refund to Customer any prepaid fees for the remainder of the Term after the date of termination. The remedies specified in this "Remedies" section shall be the sole remedies available to Customer for breach of this SLA.

1.3 Reporting and Claims: To file a claim under this SLA, Customer must send an email to info@citiansolutions.com with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number
- Downtime information with dates and time periods for each instance of downtime during the relevant period
- An explanation of the claim made under the Agreement, including any relevant calculations.

Claims may only be made on a calendar quarter basis within 30 days of the end of the relevant quarter, except for periods at the end of the Agreement that do not coincide with a calendar quarter, in which case Customer must make any claim after the end of its Agreement. All claims will be verified against Citian's system records.

2. Return of Customer Data. Upon termination or expiration of the Agreement, Citian shall (i) ensure that Customer has access to the Customer Data from the Offering for a period no more than thirty (30) days for the production environment and the sandboxes. In no event may Citian preclude Customer from retrieving the Customer Data after the expiration or termination of the Agreement.

3. Support Management. Citian will provide complete system support for Offering including standard and Customer-specific configurations and customizations and all future releases of system updates and new features. Coverage parameters specific to the services covered in this Agreement are as follows:

- 24 hours per day, 7 days per week, 365 calendar days per year technical application support (subject to the limitations set forth herein);
- Telephone support: 8:00 AM to 6:00 PM Eastern Time, Monday through Friday;
- Email support: 8:00 AM to 6:00 PM Eastern Time, Monday through Friday;
- Calls or emails received out of regular business hours will be forwarded to the mobile telephone of the assigned Citian Client Support Lead;
- The Citian Service Desk will provide emergency support outside of regular business hours for critical requests (for example, Offering software system experiences unplanned downtime or is otherwise unavailable or a software feature is unavailable);
- For non-critical requests received outside of regular business hours, the Citian Service Desk will respond as soon as possible during regular business hours and take the appropriate action(s) as described in this Agreement;
- See Citian Service Desk published policy for further information regarding support request management, defect handling, recurring issues identification and escalation procedures, outage resolution and disaster recovery;
- Any outages or planned downtimes in relation to the Citian Service Desk will be in line with the service support and availability SLA as set out in this Agreement; and
- The Citian Service Desk shall provide access to the Customer's service, tickets, and outage data and details for report creation and data export.

4. Incident Response.

4.1. Upon discovery or reasonable belief of any data breach or security threat ("Data Breach") to the Offering software system's integrity or Customer's data, Citian will provide notice, by telephone and email, to the Customer within 24 hours of said Data Breach or after Citian reasonably believes there has been such a Data Breach.

4.2 To the extent known at the time of notification, Citian's notice shall include:
the nature of the Data Breach;

- the data accessed, used or disclosed;
- the person(s) who accessed, used, disclosed or received data (if known);
- what Citian has done or will do to quarantine and mitigate the Data Breach; and
- what corrective action Citian has taken or will take to prevent future Data Breaches.

4.3 Citian will provide daily updates, or more frequently if required by Customer, regarding findings and actions performed by Citian until the Data Breach has been effectively resolved to the Customer's satisfaction. Citian shall quarantine the Data Breach, ensure secure access to data, and repair the Offering as needed in accordance with this SLA. Failure to do so may result in the Customer exercising its options for assessing damages or other remedies under this Agreement.

4.4 Citian shall investigate the Data Breach and share the report of the investigation with the Customer. The Customer or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Citian shall cooperate fully with the Agency, its agents and law enforcement.

4.5. Citian will respond to Customer's requests for support services regarding Offering in accordance with the procedures identified below. In each case, Customer may describe and submit service request by telephone or email to the Citian Service Desk in accordance with Section 3 of this SLA:

The Citian Service Desk escalates all Incident Requests to the Citian Support Team for immediate resolution. The Citian Service Desk will acknowledge the Incident Request within 15 minutes and immediately notify the Citian Support Team for Action.

5. Service Performance.

5.1 Response Time. Citian represents and warrants that 95 percent of all transactions shall process at a mutually agreed upon time threshold. Customer retains the right to use a third-party service to validate the performance of Citian's response times.

5.2 Concurrent Users. Citian represents and warrants that the performance service levels set forth in this Agreement shall be valid up to an unlimited number of users using the Offering at any given time.

5.3 Service Architecture. Citian shall provide Customer with detailed architectural diagrams upon written request from the Customer. The architectural diagrams will include without limitation: servers, hardware, software solution (operating system, application servers, databases, identity repository) and network architecture (dataflow diagram, firewalls, proxies, IDS/IPS). Citian shall allow Customer reasonable access to review such architecture.

6. Service Maintenance.

6.1 Given the software-as-a-service (SaaS) model of Offering, Citian will provide Customer with the latest and generally available supported version of Offering, including all maintenance patches, software upgrades and new features, at no additional cost for the lifetime of the Order Form or SOW.

6.2 Citian will schedule and perform standard maintenance services including planned critical security and maintenance patch releases during non-peak hours outside of regular business hours (for example, midnight (12am) Eastern Time) or during weekends ("Standard Maintenance Window"). Citian will coordinate with Customer to develop a mutually agreed standard maintenance schedule.

6.3 The Citian Service Desk welcomes feature requests from clients. Customer or its employees, contractors or agents who are Authorized Users of Offering may provide Citian with such requests by email. Citian will consider all feature requests for utility, functionality and feasibility.

6.4 Citian will document all critical security patches, maintenance patches and release management standards, provide standard and emergency maintenance services and apply all critical security and maintenance patches to Offering. Citian will provide written guidance by email to Customer describing any significant updates to Offering. Updated system documentation will be provided to Customer via the Offering in-application help documentation and by email.

6.5 Citian shall provide 48 hours advance notice to Customer of any scheduled maintenance downtime that will occur outside of the Standard Maintenance Window outlined above. In case of emergency, Citian shall use its best efforts to notify Customer by telephone and email of any planned downtime as soon as practicable.

7. Data Management.

7.1 Citian will provide robust data management services to transmit, retain, store, delete and otherwise handle Customer's data.

7.2 Data Processing and Hosting. Citian will ensure production data is not used outside of the production environment. Citian will notify Customer at least 90 days prior to any relocation of Customer's data to a different hosting facility. Customer reserves the right to terminate the Agreement without penalty if Customer objects to the new hosting facility. All Customer data will be kept for the mutually agreed upon number of years or as otherwise required by applicable laws, rules and regulations.

7.3 Data Storage and Disposal. Citian shall retain all Customer data until Customer deletes or requests deletion of Customer's data or for a minimum number of years as mutually agreed or such other time period required by applicable laws, rules and regulations or as otherwise mutually agreed to by the parties in this Agreement. Citian shall store Customer data in a non-proprietary format as mutually agreed upon between Citian and Customer. At Customer's election, Citian will either securely destroy or transmit to Customer's repository any backup copies of Customer's data.

7.4 Data Backup. Citian shall provide geographically disparate storage on a daily basis of all backup discs, data or materials of any type whatsoever produced in whole or in part in connection with or relating to the performance by Citian of its obligations under this Agreement (including without limitation any discs, tapes, other storage media, work papers and partial drafts of documentation code). Citian shall use appropriate and reliable storage media. Citian shall regularly backup Customer's data and retain such backup copies for a minimum time period as mutually agreed or otherwise required by applicable laws, rules or regulations.

7.5 Discovery (Legal Proceedings). If Citian receives a request that may be reasonably interpreted as requiring access to Customer's data or Customer's use of the Offering, Citian shall provide notice by telephone and email to Customer, unless prohibited by law from providing such notice. Citian shall provide such notice within 48 hours of receiving the request. Citian shall not respond to subpoenas, service of process, Public Records Act requests or other legal requests directed at Citian regarding this Agreement without first notifying Customer, unless prohibited by law from providing such notification. Where Citian is allowed to provide such notification, Citian shall provide its intended responses to Customer with adequate time for Customer to review, revise and, if necessary, seek a

protective order in a court of competent jurisdiction. Citian shall not respond to legal requests directed at Customer unless authorized in writing to do so by Customer.

8. Information Security.

8.1 Citian will employ the latest and industry-leading cybersecurity and data security practices and policies as set out in this section.

8.2 Data Security. Citian assumes responsibility for the security and confidentiality of the Customer data under its control. Citian shall (i) certify the sufficiency of its security standards, tools, technologies and procedures in providing Offering under this Agreement; (ii) undergo an annual Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit or equivalent such as ISO 27001 for Citian's Control Environment. Citian shall provide Customer with results of such audit and Citian's plan to correct any negative findings within seven (7) calendar days upon Citian's receipt of such audit results; and (iii) provide Customer with detailed description of the audited Control Environment. If Customer determines the Control Environment is not satisfactory, Customer may request that Citian correct any deficiencies.

8.3 Citian shall implement and at all times during this Agreement maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with this section to secure the Customer's data from any Data Breach, protect the data and Offering from any hacks or known or reasonably known security threats, including the introduction of viruses, disabling devices, malware or other forms of malicious or inadvertent acts that can disrupt Customer's access to its data.

8.4 Citian shall allow Customer reasonable access to Offering's security logs, latency statistics and other related security data that affect this Agreement and Customer's data.

8.5 Citian shall not copy, modify, destroy or delete any Customer's data other than for normal operations or maintenance of Offering during the Term without prior written notice and written approval of Customer.

8.6 Data Encryption/Handling PII. Information designated as sensitive including personally identifiable information (PII) shall be encrypted end-to-end while it is transit and at rest. Citian shall encrypt data using the most current Federal Information Processing Standard (FIPS) 140-2 validated cryptographic modules and the current Advanced Encryption Standard algorithm with respect to data that is at rest or in motion.

8.7 Confidentiality. Citian and Customer shall handle Confidential Information in accordance with the terms of this Agreement.

9. Service Reliability.

9.1 Citian will take all necessary steps to ensure business continuity in the event of disaster or catastrophic failure as set out in this section.

9.2 Citian shall use appropriate and reliable storage media for Data Backup.

9.3 Citian commits to an RPO of four (4) hours and RTO of twelve (12) hours or as otherwise mutually agreed between Citian and Customer. In other words, when unscheduled downtime occurs, Citian will resume service with data matching what the Offering software system contained at some point within the four (4) hours preceding the unscheduled downtime. Additionally, the Offering system cannot be down for longer than twelve (12) hours during unscheduled downtime.

9.4 In the event of disaster or catastrophic failure that results in significant data loss or extended loss of access to data ("Data Loss"), Citian shall notify Customer with by telephone and email within 24 hours of such Data Loss or after Citian reasonably believes there has been such disaster or catastrophic failure. In the notification, Citian shall inform Customer of:

- the scale and quantity of the Data Loss;
- what Citian has done or will do to recover the data and mitigate any deleterious effect of the Data Loss; and
- what corrective action Citian has taken or will take to prevent any future Data Loss.

Citian shall restore continuity of the Offering, restore data in accordance with the RPO and RTO set forth in this SLA, restore accessibility of data and repair the Offering as needed to meet the performance requirements under this SLA. Failure to do so may result in Customer exercising its option for assessing damages or other remedies under this Agreement. Citian shall investigate such disaster or catastrophic failure and share the report of the investigation with Customer. Customer or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Citian shall cooperate fully with Customer, its agents and law enforcement.

10. Audits and Compliance.

10.1 Citian will undertake annual audits, whether internally or by independent third-party auditor, to ensure that Offering complies with all relevant security control standards, regulations and expectations of Customer. Citian may also request an annual audit of Customer's use of the Offering to ensure compliance with Customer's responsibilities under this Agreement.

10.2 If Citian performs an internal security controls assessment, such audit shall be based on the current standards as mutually agreed or required by law, rules or regulations. Citian shall provide attestation of compliance along with the results of such assessment documented in a Security Assessment Report (SAR) to Customer. If Citian retained an independent third-party auditor, such audit will provide Statement on Standards for Attestation Engagements (SSAE-18) certifications. Citian shall provide Customer with System Operation Controls report (SOC 2) once per year and any applicable or Bridge/Gap letter.

10.3 If Customer requests in writing to conduct an audit of Offering, Citian agrees that Customer or its designated representative shall have access to all relevant operational documentation, reports and databases, including online inspections, that relate to Offering. The online inspection shall allow Customer, its authorized agents or a mutually agreed third party to test that controls are in place and working as intended. Tests may include without limitation: operating system and network vulnerability scans, web application vulnerability scans, database application vulnerability scans and any other scans to be performed by Customer or on behalf of Customer.

10.4 After any significant Data Loss or Data Breach or as a result of any disaster or catastrophic failure, Citian will at its expense have an independent, industry-recognized and Customer-approved third party perform an information security audit. Citian shall share the audit results with Customer within seven (7) calendar days of Citian's receipt of such results. Upon Citian's receipt of such audit

results, Citian will provide Customer with written evidence of planned remediation within 30 days and promptly modify its security measures to meet its obligations under this Agreement.

10.5 Citian may, upon 60 calendar days' notice to Customer but not more frequently than once per year, either:

- request a signed certification by an officer of Customer verifying that Offering is being used in accordance with the terms of this Agreement; or
- audit Customer's use of Offering to ensure compliance with the terms and conditions of this Agreement.

Any such audit will be conducted at Citian's expense during regular business hours at Customer's offices and shall not unreasonably interfere with Customer's business activities. Citian shall provide documentation to Customer defining the scope of the audit not less than 30 calendar days prior to the audit. Customer shall have 60 calendar days to review Citian's audit findings.

11. Notices.

11.1 All notices or other communications required under this Agreement must be provided to the following persons:

Exhibit B

Reserved

Exhibit C

Service Description Document

Citian will be deploying its CRASH™ (Crash Reduction through Analysis of Safety Hazards) software for _____. CRASH™ leverages machine learning, natural language processing, advanced data analytics, and decades of engineering know-how to help government clients meet traffic safety goals. CRASH™ has been fine-tuned to understand raw traffic crash report data and improve their quality and reliability using automated Artificial Intelligence/Machine Learning (AI/ML) algorithms. CRASH™ uses this foundation of quality crash data to produce instant analysis and data-driven decision support on safety programming at a network level as well as specific study locations. CRASH™ will include:

- Real-Time Accurate Data: CRASH™ instantly audits and refines new crash reports with up to 98% accuracy
- Complete Project Evaluation: Assess and share safety outcomes of new construction projects with instant before-and-after studies
- Interactive Data Exploration: Pivot seamlessly between integrated search methods such as query, mapping, and reporting
- User-Friendly Analysis and Summaries: Navigate live dashboards, AI-driven predictive analytical tools, and one-click, auto-generated reporting
- Benchmarking and Goal Setting: Track key federal reporting measures and progress toward local and state policy goals such as HSIP and SHSP
- Instant Audits and Alerts: Collaborate easily with up-to-date crash insights, temporal analysis, and alerts for high-priority outcomes
- Data-Driven Decision Support: Guide programming recommendations using automatic HSM countermeasures, CMF benefit/cost reports, collision diagrams, and more
- Full Environmental Data Immersion: Take a Complete Streets approach integrating diverse data, like equity analysis, ADA compliance, or lighting photometrics to provide context
- Crash Query Tool Kit: Investigate crash patterns or locations in your jurisdiction with flexible queries considering all relevant safety and location data
- Real-time, Digital Twin Geomapping: Gain immediate line-of-sight into historical and predictive crash patterns mapped directly onto the built environment

Citian will be deploying its ADAPT™ (Accessibility Design, Assessment and Planning Tool) for [Account.Name]. Citian's ADAPT software utilizes data analytics and machine learning to automatically identify accessibility assets and challenges as well as recommends cost-effective treatments to better budget and prioritize infrastructure remediation. This software will include:

- Interactive and immersive digital-twin map of pedestrian assets with drill-down abilities and Complete Streets data layers for cross-factor relationships
- In-field ADAPT Mobile web application with step-by-step instructions and automatic geolocalization tagging to ensure up-to-date inventory of pedestrian assets
- Comprehensive inventory of all assets within Pedestrian Access Route (PAR)
- Proprietary algorithms to automate evaluation of asset compliance with local accessibility standards
- Network wide compliance overview broken down by assets and/or administrative areas
- Automatic investment recommendations for cost-efficient remedial actions
- Custom priority system to focus on highest-urgency ADA compliance issues
- Custom query tools to target compliance issues and groups of assets meeting specific attribute(s) criteria
- Save, import, and export functionality for data (assets, cost estimates, plans)
- Customizable low-code dashboards to create live-updated data summaries and focus areas
- Instant cost estimation of required ADA upgrades for all filtered assets as well as for custom reporting areas – bus routes, intersections and corridors, and more
- Top recommended corridors and bus routes to focus resources by total repair costs, ADA priority, and maximum benefit-cost ratio of the repairs
- Customizable settings in low-code environment: construction unit costs, ADA priority levels, remedial construction bid items and actions, and more
- Project plans include instant construction cost estimates and summary of quantities
- Customizable user-based permissions
- Full data activity logs for oversight and transparency
- Public-facing dashboards as specified with custom levels of information sharing

Exhibit D

Statement of Work

Citian's CRASH™ (Crash Reduction through Analysis of Safety Hazards) software will serve _____ through the duration of this agreement adhering to Exhibit A and all features listed in Exhibit C. All services rendered for the execution of this software and all additional aspects of software delivery beyond the license agreement will be mutually agreed upon or as permitted by the license agreement.

Scope Description:

Citian will work directly with _____ to deliver its CRASH software. Citian will work _____ to schedule a Project Kickoff meeting, where Citian and _____ will discuss the details of the project. Following the Project Kickoff Meeting, there will be a data exchange process, where Citian will work with the _____ to tap into all crash data necessary to build the CRASH platform, as well as include other datasets the County wants to incorporate into the software. Citian will provide a comprehensive Base Data and Crash Data checklist, which the _____ Project Managers may review and advise on as desired. Citian has experience accessing crash data through a variety of methods, including a secure established application programming interface (API) into current crash databases. Citian will utilize at least five years of previous crash data from the Customer to build the initial environment and train algorithms in data trends across the _____. Citian will also work to incorporate other dynamic datasets, such as data on segments and intersections, Complete Streets context with locations of schools and transit stops; demographic datasets such as census demographics, jurisdictional breakdowns of the County; roadway conditions such as traffic enforcement cameras, and streetlights, to make the system holistic and robust. Additional data outside of the base data checklist that is of interest to The Customer may also be identified during this period. A Customizations and Localization Workshop will be scheduled within the first 1-2 months, where Citian and participating planners, engineers, and GIS employees will meet to discuss desired customizations to the tool. Citian will incorporate these ideas before the final development and delivery of the tool. A majority of the coordination for this project may be handled via email, outside of the initial Project Kickoff Meeting and the Customizations and Localization Workshop. Citian Account/Project Managers are available for ad-hoc meetings with The Customer employees throughout the buildout period and duration of the subcontract if desired. Citian and the Customer will set an agreed-upon go-live date, targeting 2-3 months after Citian receives all of the necessary data to create the tool. The week of the go-live date, Citian will provide two days of in-person onboarding and training in the CRASH tool, if desired by the Customer. Training will consist of custom demonstrations, individual assistance, workflow training, and workshops. Unlimited users from the Customer will have access to the Customer CRASH environment. Onboarding may also be handled via virtual meetings if preferred. The 12-month contract term will commence upon system launch for the Customer. Following launch, Citian will provide ongoing support and continued account support for the life of the pilot.

Targeted Schedule:

Full buildout of the CRASH tool to be complete 2-3 months after Citian receive all data necessary (historical crash data, necessary base data layers).