



**JotForm and Arlington Economic Development
SOFTWARE LICENSE AGREEMENT**

This Agreement ("Agreement") is effective upon signing this Agreement and is entered into by and Between The County Board of Arlington County, Virginia ("Customer" or "you") and JotForm, Inc. ("JotForm"). JotForm hereby grants to Customer a worldwide, nonexclusive right and license to use the JotForm software and applications ("JotForm Software") upon the terms and conditions set forth herein.

Description of Services

Beginning April 27, 2020, JotForm will provide to Customer the following services:

- Online form building platform as a service to Customer and its designated affiliates
- Specific pricing, payment and deliverables are attached as Attachment 1

Your Responsibilities

Customer agrees not to use the JotForm service to violate any local, state, national or international law or Regulation.

Forms and Submissions

JotForm does not claim ownership of any information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials you submit or make available for inclusion on or through the JotForm Service ("Forms and Submissions"). Customer owns all rights to your Forms and Submissions. JotForm does not pre-screen forms or submissions and you agree that Customer is solely responsible for all of Customer Forms and User Submissions.

Payment

This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement. Fees are determined per user per month and paid upfront for length of the terms. JotForm will provide Customer with an itemized invoice and Customer agrees to submit payment no later than 45 days from receipt of invoice. The license fee for the JotForm Software is set forth on Attachment 1.

Spam

You agree that JotForm may terminate your JotForm Service immediately if a form created or JotForm is found to

be used inside an unsolicited email.

Scams

You agree that you will not use JotForm or any form(s) you create using JotForm for scamming purposes to attract, lure, or illegally obtain payment of any sort from others by unjustifiable means such as posting a JotForm form as a money-making program on a classified ads site as an example of that. Any account reported or found doing so will be immediately suspended. Customer will in good faith ensure that all forms and associated content do not violate any of the above mentioned.

Phishing

You agree that JotForm may terminate your JotForm Service immediately if a form's purpose is found to be deceptively obtaining: sensitive credit card information, social security numbers, user login credentials, or other sensitive personal information. All these activities are considered as Phishing and any account along with the violating forms will be suspended immediately. Customer will in good faith ensure that all forms and associated content do not violate any of the above mentioned.

Collecting Sensitive Information

You may not use the JotForm to collect certain types of sensitive information, including but not limited to credit card information and any type of login credentials. You are solely responsible for compliance with any data protection and privacy laws and rules applicable to the sensitive information.

European Data Collection

If you collect personal data in Europe, you must use EU Safe Forms feature of JotForm Service.

Copyright Infringement

JotForm respects the intellectual property rights of others. Accordingly, JotForm has a policy of disabling access to any Submission that violates copyright law, suspending access to the JotForm Service to any user who uses the JotForm Service in violation of copyright law, and/or terminating in appropriate circumstances the account of any user who uses the JotForm Service in violation of copyright law.

Trademarks

JotForm is a registered trademark of JotForm. The JotForm logo is a trademark of JotForm, Inc. You are not authorized to use any such trademarks. Ownership of all such trademarks and the goodwill associated therewith remains with JotForm. JotForm is prohibited from using Customer logo, name or any affiliated trademarks on its website, presentation materials or printed collateral without written consent from the Customer. JotForm shall acquire no right under this Agreement to use, and shall not use the name "Arlington County" or "Arlington Economic Development" (either alone or in conjunction with or as a part of any other word or name) or any logos or designs of Company or any of its Affiliates: (a) in any advertising, publicity, promotion or other disclosures; (b) to express or imply any endorsement of JotForm's products or services; or (c) in any other manner (whether or not similar to uses prohibited by (a) or (b) above), except only to provide services as authorized by this Agreement. The provisions of this section shall survive termination or expiration of this Agreement or any determination that this

Agreement or any portion is void or voidable.

Customer Data

Customer hereby authorizes JotForm to access, use and display Customer Data (as defined below) as requested by Customer solely for the purpose of providing the JotForm Software under the terms of this Agreement for the benefit of Customer and its affiliates and for no other purpose of JotForm or of any other party, provided that JotForm may access Customer Data to the narrowest necessary extent required for the purpose of protecting Customer Data or JotForm's online or computer resources from unlawful cyberattacks. Customer will determine what Customer Data it wishes JotForm to host as part of the JotForm Software. Nothing in this Agreement shall be construed as giving JotForm any right to, and JotForm shall not, and shall not permit or assist any other party to, modify any of the Customer Data or otherwise make copies of all or part of the Customer Data onto any media, except as may be expressly and clearly permitted by this Agreement. JotForm agrees that it shall not, and shall not permit or assist any other party to, disassemble, decompile or reverse engineer all or any part of the Customer Data. Except as expressly set forth herein, JotForm shall not use, duplicate, transfer, sell, distribute or otherwise disclose the Customer Data to any other party. "Customer Data" means data provided by Customer or its Affiliates in any form, and data used, generated or stored in connection with Customer's and its Affiliates' use of the JotForm Software.

Obligations Regarding Data Use and Compromise

JotForm agrees to use the Customer Data only in connection with providing the services to Customer as authorized under this Agreement. JotForm shall promptly inform Customer of any known or reasonably suspected loss, misuse, or unauthorized access, destruction, deletion, modification, or other compromise, including a penetration of JotForm's network or computer resources, that occurs with respect to any Customer Data (collectively, "Security Breach") by notifying the Customer and asking if you would like to report a security incident, and shall cooperate with Customer in the investigation and remediation of any such occurrence. Such remediation may include, but is not limited to the provision of notice concerning such occurrence to any person affected or potentially affected thereby ("data subjects") and applicable authorities. Under no circumstances, other than as required by applicable Law, shall JotForm send notice concerning a Security Breach to data subjects without Customer's prior written approval. To the extent that a Security Breach results from JotForm's or its Subcontractor's acts or omissions, negligence or JotForm's failure to comply with its representations, warranties and/or obligations hereunder, JotForm shall reimburse Customer for all reasonable investigation, remediation, forensic and legal costs incurred by Customer or its Affiliates in connection with such Security Breach.

Confidentiality of Material

JotForm may, during the course of providing its products or services hereunder, have access to or acquire knowledge regarding Customer Data and to materials, data, systems, procedures and other information of or with respect to Customer or any of its Affiliates, which may not be accessible or known to the general public, including information concerning its or their hardware, software, designs, drawings, specifications, techniques, processes, procedures, data, research, development, future projects, products or services, projects, products or services under consideration, content under development, business plans or opportunities, business strategies, finances, costs, JotForm's, employees or customers and third party proprietary or confidential information that Customer or an Affiliate treats as confidential ("Confidential Information"). Any knowledge acquired by JotForm from such Confidential Information or otherwise shall not be used, published, or divulged by JotForm to any other person, firm, or corporation, in any advertising or promotion regarding JotForm or its business, or in any other manner or connection

whatsoever without first having obtained the written permission of an officer of Customer, which permission Customer may withhold in its sole discretion. Nothing in this Agreement shall be deemed or construed to grant JotForm a license to use, sell, develop, exploit, copy or further develop any Confidential Information acquired by JotForm in the course of providing products or services hereunder. All rights in and title to the Confidential Information supplied by Customer or an Affiliate, shall remain in that party. Neither the execution and delivery of this Agreement, nor the furnishing of any Confidential Information shall be construed as granting to JotForm any license under any invention, copyright, trade secret or patent now or hereafter owned or controlled by the party furnishing the same, nor any right to use, sell, develop, exploit or copy the Confidential Information made available to JotForm, except to fulfill the purpose of this Agreement. JotForm agrees that, unless earlier returned, in the event of termination or expiration of this Agreement, JotForm shall, within 14 days following the date of termination or expiration, provide to Customer all Customer Data in a commercially standard database export format, together with a certification by an officer of JotForm that all Confidential Information has been removed from JotForm's systems.

Exclusions

Confidential Information shall not include any information that: (a) has entered or subsequently enters the public domain without JotForm's breach of any obligation under this Agreement, (b) was known to JotForm prior to Customer's or an Affiliate's disclosure of such information to JotForm, (c) is obtained from a third party without violation of an obligation of nondisclosure and without restrictions on its disclosure, or (d) is independently developed by JotForm without reference to or use of the Customer's or its Affiliates' Confidential Information.

Security

In performing its services for Customer, JotForm shall comply with all of Customer's security requirements, including those listed in Attachment 2, as may be amended by Customer from time to time. On or before execution of this Agreement and annually thereafter during the Term, JotForm shall (a) cause a reputable independent third party audit firm to conduct Type II SSAE 16 SOC1 and SOC2 audits ("SSAE Audits") of JotForm, its subcontractors and its and their Data Centers that are used to deliver the JotForm Software, and (b) provide to Customer the audit reports resulting therefrom ("SSAE Reports"). The SSAE Reports shall describe the security control policies and procedures, including a statement on the operating effectiveness of those policies and procedures and remediation plans for any significant or material deficiencies, of JotForm and its dedicated hosting environments, which includes servers supported by any necessary equipment or software ("Data Centers"). The audit firm will determine whether the controls currently in place comply with federal regulations and meet industry best practices such as ISO/IEC 27001 (Code of Practice for Information Security Management) Control Policies for security standards. JotForm will respond to all of Customer's questions and concerns with respect to the SSAE Reports. JotForm shall be responsible for promptly remediating, at its cost, all failures, deficiencies and risks identified in the SSAE Reports.

Security Reviews

JotForm will reasonably cooperate with Customer in conducting security reviews of the Data Center and the Customer Data hosted by JotForm, as requested by Customer but not more than once a year. JotForm must supply all necessary information for Customer to conduct such reviews. Such activities will be reasonably managed by JotForm and Customer so as to avoid impacting service to Customer or other JotForm customers.

Insurance

JotForm and anyone performing services under a contract, either oral or written shall, at its sole expense, throughout the performance of its services pursuant to the Agreement and for such additional time as may be specified below, maintain:

- A. Commercial General Liability Insurance to include contractual liability, products/completed operations liability, and cross-liability coverage with minimum limits of \$2,000,000 written on an occurrence form basis and (ii) Automobile Liability Insurance to include all owned, leased, non-owned and hired automobiles with minimum combined single limits of \$1,000,000. Both shall protect JotForm, Customer, Affiliates and additional insureds from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of JotForm's services hereunder or from or out of any act or omission of JotForm, its officers, directors, agents, subcontractors or employees. Commercial General Liability insurance must be maintained for three years following completion of the work;
- B. Workers' Compensation Insurance as required by applicable law, and Employer's Liability Insurance with minimum limits of \$1,000,000; and
- C. Professional Liability Insurance protecting JotForm, Customer and its Affiliates from errors and omissions of JotForm in connection with the performance of JotForm's services during and for a period of at least three years after the completion of said services. The insurance shall provide coverage for incidents arising from a) the theft, dissemination and/or unauthorized disclosure or use of personally identifiable information and b) the introduction of a computer virus into, or otherwise causing damage to a computer, computer system, network or similar computer-related property and the data, software, and programs used thereon and shall include, but not be limited to, coverage for credit monitoring, notification expenses and other related costs associated with mitigating a data security or privacy breach. Professional Liability Insurance shall have a minimum limit of \$1,000,000 per claim and include contractual coverage and an endorsement allowing cross liability.

All insurance required in this Section shall:

- A. include Customer, its Affiliates and the officers, directors, shareholders, employees, agents and its assignees of each as additional insureds. Workers' Compensation and Employer's Liability shall be exempt from this requirement;
- B. contain an exception to any Insured versus Insured or Cross Liability exclusions for claims brought by an additional insured against any other insured;
- C. be primary and noncontributory with regard to any other available insurance to Customer and its Affiliates, and the officers, directors, shareholders, employees, agents and its assignees of each;
- D. be written by companies with BEST Guide rating of A- VII or better;
- E. be written with companies and on forms acceptable to Customer and shall provide that the coverage there under may not be reduced, canceled or otherwise modified unless 30 days unrestricted prior written notice thereof is furnished to Customer;
- F. be evidenced on certificates of insurance (or copies of policies, if required by Customer) and be furnished to Customer. Customer's failure to request, review or object to the terms of such certificates or insurance shall not be deemed a waiver of JotForm's obligations or the rights of Customer; and
- G. in no way limit or diminish JotForm's liability under other provisions of this Agreement.

Information Request

Upon receipt by JotForm of any request, demand, notice, subpoena, order or other legal information request relating to legal proceedings or investigations by third parties relating to Confidential Information (each a "Legal

Information Request”), JotForm shall immediately notify Customer and provide Customer with a copy of all documentation of such Legal Information Request, to the extent JotForm may legally do so, and shall cooperate with Customer in responding to such Legal Information Request. JotForm and any Subcontractor shall not disclose any Confidential Information to any such third party without advance consent from Customer, or until Customer has had a reasonable opportunity to contest the Legal Information Request or, if JotForm or such Subcontractor is legally prohibited from informing Customer of such Legal Information Request prior to disclosure, JotForm or such Subcontractor shall resist such Legal Information Request on behalf of Customer to the extent it can reasonably do so. In any event, JotForm or any Subcontractor must notify Customer of any such Legal Information Request at the earliest time it is not legally prohibited from doing so.

Term and Termination

This Agreement shall commence on the date set forth under “Description of Service” and shall remain in full force and effect for 12 months. This Agreement may be renewed for additional renewal terms of one year each upon Customer paying an invoice for the renewal term. This Agreement will remain in effect for as long as Customer is paying for the JotForm Software hereunder. Either Party may terminate this agreement with thirty days' written notice. Further, you agree that upon termination of this Agreement, JotForm shall not be liable to you or any third party for removing your Submissions or in the case of Termination for cause, for suspending or terminating your access to the JotForm Service. JotForm agrees to notify Customer in writing of any pending expiration of this agreement at least 30 days in advance.

Modifications To Agreement

JotForm and Customer will negotiate in good faith prior to any changes to this agreement. All changes are subject to mutual approval by both JotForm and Customer. JotForm will notify Customer of such proposed changes in writing. If you object to such changes, your sole recourse shall be to cease using the JotForm Service. Continued use of the JotForm Service following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Modifications To JotForm Service

JotForm reserves the right to modify or discontinue the JotForm Service with or without notice to you. JotForm shall not be liable to you or any third party should JotForm exercise its right to modify or discontinue the JotForm Service.

Email Communications

By giving your email address to JotForm you agree to receive occasional administrative, announcements, newsletters, sales, and marketing emails from JotForm. You can opt-out from these emails by clicking on the “unsubscribe” link at the end of the emails.

Links

JotForm’s provision of a link to any other Web site or Internet resource is for your convenience only and does not signify JotForm endorsement of such other Web site or resource or its contents. JotForm shall have no responsibility or liability for any information, software, or materials found at any other Web site or Internet resource.

No Resale Of JotForm Service

You agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes any portion (except for your User Submissions, to which JotForm agrees you retain all rights) of the JotForm Service, use of the JotForm Service, or access to the JotForm Service.

Email Delivery

When someone submits your forms, by default you'll receive the results as an email notification. We go to great lengths to ensure successful delivery of emails. WE DO NOT GUARANTEE SUCCESSFUL DELIVERY OF YOUR EMAIL NOTIFICATIONS. We recommend installing JotForm mobile apps for iPhone, Apple Watch, or Android, and checking the JotForm site daily to make sure you did not miss any form submission notifications.

Form Availability

JotForm makes no warranty that forms provided by JotForm Service will be available 100% of the time and will be error free. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM ANY ERRORS ON A FORM OR UNAVAILABILITY OF A FORM.

Disclaimer of Warranties

CUSTOMER UNDERSTANDS AND EXPRESSLY AGREES THAT USE OF THE JOTFORM SERVICE IS AT CUSTOMER'S SOLE RISK. THE JOTFORM SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. JOTFORM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE JOTFORM SERVICE (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT). JOTFORM MAKES NO WARRANTY THAT THE JOTFORM SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE JOTFORM SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE JOTFORM SERVICE IS DONE AT CUSTOMER'S DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM JOTFORM OR THROUGH THE JOTFORM SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Limitation of Liability

CUSTOMER UNDERSTANDS AND EXPRESSLY AGREE THAT, EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER, THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN AND EXCEPT FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR

LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE JOTFORM SERVICE.

Exclusions And Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations and disclaimers in this agreement may not apply to you. To the extent that JotForm may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of JotForm. Liability shall be the minimum permitted under such applicable law.

Indemnification

(i) JotForm will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs) arising out of a third party claim: (i) that JotForm Software or any JotForm trademark licensed hereunder infringes or misappropriates any copyright, trade secret, or trademark of that third party; or (ii) arising from JotForm's breach of this Agreement.

(ii) If any such claim is asserted, the party seeking indemnification shall promptly notify the indemnifying party, shall allow the indemnifying party to control the defense of the claim (subject to the right of the other party to hire counsel at its own expense to assist in the defense of the claim), and shall cooperate reasonably (at the indemnifying party's expense) in the defense of the claim. Provided the preceding requirements are met, the indemnifying party shall defend the claim at its sole expense, shall pay any settlements approved by the indemnifying party and shall pay any judgments which may be finally awarded. The preceding states either party's entire obligation for any such claim for indemnification.

Miscellaneous

This agreement constitutes the entire and exclusive and final statement of the agreement between Customer and JotForm with respect to the subject matter hereof and supersedes any prior agreements or negotiations between Customer and JotForm with respect to the subject matter hereof. The failure of either party to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision. If any provision of this agreement is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the intentions of JotForm and you as reflected in the provision, and that the other provisions of this agreement remain in full force and effect. The section titles in this agreement are for convenience only and have no legal or contractual effect. All terms, as well as any limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the JotForm Service.

Signatures

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the date(s) signed.

Customer

JotForm, Inc.

Name: Sharon Lewis

Name: Tolga Sakman

Title: Purchasing Agent

Title: VP Enterprise

Date: 4/29/2020

Date: 4/29/2020

Signature: 
C4DE3DF7EC1D421...

Signature: 
5F48D896878A4FE...

Attachment 1

Activities

JotForm agrees to perform the following:

1. Provide online form building platform to Customer and its designated affiliates.

Number of Users

The initial order includes: 5 users

Term

This agreement is in effect for one year and has no option to renew.

Cost (All Prices in US Dollars)

Monthly cost per user: \$79.00

Cost for 5 users: \$395.00/mo

12-month cost: \$4,740.00

Customer can add additional users throughout the contract year. Each additional user will be added at a prorated rate. E.g. 5 more users are added 5 months into the contract: Customer will be charged for the remaining 7 months in the contract year: 5 users x \$79/user/month x 7 months = \$2,765.00.

It is possible to charge separate cost centers within Customer via separate invoices.

Attachment 2 Information Security Requirements

1. JotForm, its employees, Subcontractors and agents shall:

1.1. Maintain secure network connections through the utilization of industry standard and mutually agreed upon encryption technology while transferring Sensitive Data. "Sensitive Data" includes Personal Information, financial data, trade secrets, or any data that, if improperly disclosed, could result in damage or liability to Customer.

"Personal Information" includes any information that refers, is related to, or is associated with an identified or identifiable individual, including, but not limited to, (a) an individual's first name or first initial and his or her last name, with or without a physical address; (b) an email address; and (c) an IP address.

1.2. Store all Sensitive Data in an encrypted format utilizing industry standard encryption technology and provide security key management and other facilities to ensure that encrypted Sensitive Data is not lost, except in cases where Customer users enforce the optional form-specific encryption and then subsequently lose access to their own encryption keys.

1.3. Ensure that all inbound and outbound remote access to and from Customer Computer Systems and any systems that process, transmit or store Sensitive Data utilize an end-to-end encryption method acceptable to Customer.

1.4. Maintain a firewall at all logical demilitarized zones ("DMZ") and Internet connection points, with access control restricted to that required for authorized use of JotForm systems and Applications.

1.5. Provide physical security to prevent unauthorized access to any device used to access systems that process, store or transmit Customer Data.

1.6. Ensure that all remote personal computing systems, workstations and laptops that process Customer Data have functional and current antivirus and firewall software installed and have appropriate security patches applied.

Attachment 3

Applications and Hosting Services

1. Description of Applications

1.1 Applications. JotForm's Form Builder Software

1.2 Documentation. At a minimum, the Applications shall perform all functions and include all features described in JotForm's online documentation and support information for the Applications.

2. Description of Hosting Services

2.1. Location. JotForm's Data Center is located in Ashburn, VA, USA. JotForm may only process and store Customer's Confidential Information in the United States.

2.2. Hosting Services. JotForm will be responsible for installing, hosting, operating, maintaining and securing the Applications and the Customer Data. Hosting services shall include, without limitation, the following services subject to the technical support and training services:

(a) Ensure that Customer has unlimited online access to the Applications ninety-nine and nine-tenths percent (99.9%) of the time as measured during any calendar month, 24 hours per day, seven days per week, 365 days per year ("24/7"), and inclusive of planned and unplanned outages ("Uptime"). Outages as directed by Customer are not included in this service availability measurement. JotForm will provide Customer monthly reports detailing the service availability not later than the tenth of the month following the measured month.

(b) Monitor network components between the Applications and exchange points where JotForm exchanges traffic with other Internet Service Providers in a manner which will permit JotForm to identify loss of connectivity, bandwidth utilization, and performance degradation between the Applications and the exchange points.

(c) Provide routine monitoring and corrective action according to the procedures set forth in Attachment 4.

(d) Implement routine back-up procedures that will have minimal impact on the 24/7 availability of the Applications according to the procedures set forth in Attachment 4.

(e) Provide helpdesk support and other technical support to assist Customer with the optimal operation of the Applications.

(f) Install and maintain appropriate IT security measures for the Applications including security updates, authentications/logging controls, data encryption and virus protections. JotForm will also install and maintain firewall systems which will monitor all attempts to access the Applications.

(g) Maintain the Applications and network infrastructure in a manner that is designed to prevent unauthorized modification of Customer Data or the Data Center and unauthorized disruption of the Applications, and designed to protect the privacy of Customer Data.

(h) Ensure that the Customer Data, backup media (whether current or scratched) and all technical documentation, usage or management reports and relevant correspondence will be kept secure and encrypted from any non-JotForm personnel and from JotForm personnel not involved in the provision of services.

(i) Implement a token-based access control system and/or other mutually agreed upon security mechanisms designed to prevent unauthorized access to the Customer server environment, and evolve the environment as required to address ongoing security needs and threats as these may evolve from time to time.

Attachment 4

Technical Support and Other Services

1. Technical Support Services

1.1. Error Correction. JotForm will respond to errors or failures of the Applications (“Errors”) within the Error Response Times set forth below and resolve or correct the Errors within the Error Resolution Times set forth below. Customer, in its reasonable judgment, will determine the priority level of Errors.

Priority Level	Definition Error Response	Time	Error Resolution Time
Critical	An event and/or problem that has a significant business impact, or an immediate severe impact to a core business process or an operation that is mission critical to the business. The event and/or problem may render the Applications non-functional.	1 hour	4 hours JotForm shall promptly initiate the following procedures: (1) assign its specialists and provide escalated procedures to correct the Error on an expedited basis, and (2) provide ongoing communication to Customer on the status of an Error on an hourly basis.
High	An event and/or problem that has some business impact, or an impact to a core business process or an operation that is mission critical to the business.	4 hours	8 hours JotForm shall promptly initiate the following procedures: (1) assign its specialists and provide escalated procedures to correct the Error on an expedited basis, and (2) provide ongoing communication to Customer on the status of an Error on an hourly basis.
Low	An event and/or problem that has limited business impact, is not critical in nature, or does not have any significant impact to Customer.	1 day	Next Maintenance Release JotForm shall (1) assign its specialist to correct the Error, and (2) provide communication to Customer on the status of the Error on a weekly basis. “Maintenance Release” means a subsequent version of an Application that includes Error corrections and/or upgrades.

1.2. Service Level Credit.

(a) If JotForm fails to meet the Error Response Times or Error Resolution Times set forth above Customer will receive a refund or service credit, at Customer’s option, equal to twenty percent (20%) of the monthly Cloud Service fees for the month at issue.

(b) If JotForm's service availability falls below the required Uptime set forth in Sections 2.2(a) in Attachment 3, Customer will receive a service credit based on the following percentages off of the monthly Cloud Service fees as set forth in Exhibit C for the month at issue, or if an annual fee, a credit equal to the percentage set forth below multiplied by 1/12 of the annual fee.

Monthly Uptime %	Credit of monthly fee
99% - 99.9%	10%
98% - 98.9%	15%
97% - 97.9%	20%
96% - 96.9%	25%
Below 96%	30%

If JotForm fails to meet the required Error Response Time more than three times in any given month or the required Uptime for two consecutive months, then Customer may terminate the Agreement without any further obligation to JotForm. If Customer has prepaid any fees, JotForm will provide a prorated refund of the total fees from the date of Termination.

1.3. Telephone and Email Support. Throughout the term of this Agreement, JotForm shall provide the following minimum levels of telephone and email support to Customer:

- A. Telephone and email consultation services, including problem solving, bug reporting, documentation clarification and technical guidance for the Cloud Service. JotForm will assist Customer in identifying, verifying and attempting to resolve problems in the Cloud Service. Telephone and email consultations will be available during the hours of 8 a.m. to 6 p.m. US Eastern Time, Monday through Friday.
- B. Priority processing of technical assistance requests.

1.4. Back-Up and Recovery Requirements. JotForm shall perform the following back-up services with respect to all Customer Data stored in connection with Customer's use of the Cloud Service:

- i. Incremental back-ups will be performed nightly.
- ii. Offsite file backups will be performed weekly.
- iii. Full data back-up will be performed monthly.
- iv. File back-ups will be archived once a week.
- v. File back-ups will be retained for one month.
- vi. Disaster recovery/data recovery will be implemented no later than 6 hours after request by Customer.

1.5. Maintenance Windows. JotForm shall establish maintenance windows during which time JotForm may take down the Cloud Service to conduct routine maintenance checks. JotForm may change its maintenance window upon written notice to Customer.