



BlueDAG, LLC

SAAS Subscription Agreement V.1

Summary of Material Terms

Subscriber:	City of Seguin, Texas
Subscriber Address:	205 N. River Street Seguin, Texas
Effective Date:	June 20, 2019
SAAS Services:	Access to and use of the BlueDAG Title II Compliance platform, as more fully described on Exhibit A hereto.
Term of Service:	Five years, beginning on the Effective Date, unless terminated as provided herein.
# Users Authorized:	5 seat licenses (" Users "). Additional Users may be added, but a minimum of 5 Users (the " Base Subscription ") shall be maintained at all times during the term of this Agreement.
Pricing/Fees/Payment:	Annual (June 10 through June 9) fee of \$48,000 for SAAS Services and hosting, paid in annual installments due no later than June 30 of each year, beginning June 30, 2019. One-time setup and deployment costs of \$0 due prior to Effective Date, for set-up services as pursuant to a separate Master Development Agreement (the " MDA ") entered into on the date hereof. Subscriber may elect to prepay the balance of subscription fees at any time.
Service Level Agreement:	Provision of the SAAS Services shall be subject to the Service Level Agreement (" SLA ") attached as Exhibit B to this Subscription Agreement. SLA is subject to revision by BlueDAG periodically upon thirty (30) day prior written notice to the Subscriber.
Professional Services:	Except for the SAAS Services described on Exhibit A , no additional professional services are being provided at this time pursuant to this Agreement. Additional professional services may be provided if requested by Subscriber pursuant to a separate agreement.

Agreement

This SAAS Subscription Agreement (this "[Agreement](#)"), dated as of the Effective Date, governs the access and use by Subscriber of the BlueDAG, LLC (the "[Company](#)" or "[BlueDAG](#)") software offered as service (the "[SAAS Services](#)") to Subscriber ("you") as such SAAS Services are described on [Exhibit A](#) to this Agreement.

1. [Services](#). BlueDAG agrees to provide the SAAS Services, and Subscriber agrees to pay for the SAAS Services and comply with the terms and conditions set forth in this Agreement.

2. [Term](#). The Term of Service for the SAAS Services is indicated in the Summary of Material Terms to this Agreement, including the provisions with respect to renewal contained therein.

3. [Users and Use](#). The SAAS Services may be accessed and used only by the number of Users specified in the Summary of Material Terms, in exchange for payment of the fee corresponding to such Users. During the Term of Service hereof, BlueDAG shall provide to Subscriber access to the SAAS Services if, and only to the extent that, any license therefor is necessary, a limited, revocable, non-transferable, non-assignable license for authorized Users to use the SAAS Services during the Term of Service hereof, subject to the provisions of this Agreement.

4. [Subscriber Representations and Obligations](#).

a. [Authority and Use](#). You represent and warrant that (i) you have full power and authority to enter into this Agreement, and to agree to all the terms and conditions contained herein; (ii) only you and your Users

shall per permitted to access the SAAS Services and any related tools, applications, information and materials provided in connection with the SAAS Services; (iii) you shall obtain and maintain in effect all permits, licenses and authorizations necessary for the purchase and intended use of the Products and the SAAS, and (iv) with respect to information and material you load into the SAAS Services or provide to BlueDAG, you possess sufficient intellectual property and proprietary rights to load and use such information and material in the SAAS Services without violation of the rights of any third party.

b. Viruses and Malicious Code. You will neither insert nor permit the insertion or introduction of any Malicious Code (defined below) into the SAAS Services or systems and software (collectively "System") used to deliver the SAAS Services. In addition, you will take all commercially reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code into the System. BlueDAG may immediately suspend your access to the System and SAAS Services if BlueDAG detects Malicious Code or reasonably suspects that Malicious Code was introduced or permitted to be introduced by or through you or your account. For purposes of this provision, "Malicious Code" means (i) any code, program, or sub-program the knowing or intended purpose or effect of which is to damage or maliciously interfere with the operation of software or any system such as the System or to halt, disable, or interfere with the operation of any software or system such as the System, or (ii) any device, method, or token that permits any person to circumvent without authorization the normal security of any software or system such as the System.

c. Service Level Agreement. You acknowledge and accept the terms of the SLA attached hereto as Exhibit B.

d. Cooperation. You will reasonably cooperate with any BlueDAG investigation of SAAS Service outages, security problems, and any suspected breach of the Agreement.

e. Consents. You represent and warrant that you have sufficient right to transmit, store, copy, and use all data, including personal information if applicable, provided by you ("Your Materials") and used by you with the SAAS Services. You, and not BlueDAG, are responsible for all of Your Materials and you hereby grant BlueDAG authorization to view, store, copy, and delete any information sent to, from, or stored on the SAAS Services or a BlueDAG as part of BlueDAG's provision of the SAAS Services.

f. Minimum Standards. You will provide and maintain all hardware, software and network connectivity ("Environment") needed to access the Internet and the SAAS Services that meets the minimum standards established by BlueDAG as they may be revised by BlueDAG from time to time and communicated to you and/or provided on the BlueDAG website at www.BlueDAG.com.

5. Support and Professional Services. Basic support, as described in Exhibit B, is included with the subscription at no additional cost. Additional professional services from BlueDAG are available at an additional cost. Any such professional services, such as deployment, integration, and technical support in excess of that described in Exhibit A, will be provided at additional cost pursuant to a separate Services Agreement between you and BlueDAG.

6. Upgrades; Modifications of Terms. BlueDAG shall have sole discretion as to whether to make updates, improvements, modifications or enhancements or add new features to the SAAS Services, and reserves the right to do so at any time, *provided that* you will be provided at least ten (10) days' advance notice for changes that materially and adversely affect any use by you of the SAAS Services. Any such updates, improvements, modifications, enhancements or new features are subject to this Agreement. All rights not expressly granted to you and your Users pursuant to this Agreement are reserved to BlueDAG.

7. Limited Use; Unique Users. You and your Users may access and use the SAAS Services solely to support and operate BlueDAG's platform as described in Exhibit A. BlueDAG reserves the right, in its sole discretion, to limit your and/or your Users' use of the SAAS Services in the event that BlueDAG determines that your and/or your Users' use thereof to be inconsistent with such purposes, and/or otherwise inconsistent with this Agreement. Only the identified User may use the log-in credentials (name, password, etc.) assigned to them. Each impermissible use of the SAAS Services by any person that is not the User to whom such login credentials are assigned will result in payment for a User license for such person for the term of this Agreement to be immediately due and payable respect to prior payment periods and due as regularly scheduled for other Users for current and future payment periods. Any User added pursuant to this Section 7 may not be removed and shall increase the minimum number of Users required pursuant to this Agreement.

8. Prohibited Uses. All uses of the SAAS Service not expressly permitted hereunder are prohibited. Without limiting the generality of the foregoing, you agree, for yourself and all your Users, as a condition of use of the SAAS Services, not to use the SAAS Services for any purpose or in any manner that is unlawful or prohibited by this Agreement or that could damage, disable, overburden, or impair any BlueDAG or subscriber server, or the network(s) connected to any BlueDAG or subscriber server, or interfere with any other party's use and enjoyment of any of the SAAS Services. You and your Users may not attempt to gain unauthorized access to any part of the SAAS Services, other accounts, computer systems or networks connected to any BlueDAG or subscriber server or to any part of the SAAS Services, through hacking, password mining or any other means. You and your Users may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the SAAS Services.

You and your Users may not (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the SAAS Services, or any associated applications, tools or data thereof; (ii) disassemble, decompile, or reverse engineer the software used to provide the SAAS Services, or use a robot, spider, or any similar device to copy or catalog any materials or information made available through the SAAS Services; or (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the SAAS Services' control or security systems, or allow or assist a third party to do so.

9. Suspension of Service. BlueDAG may at any time suspend (or require that you suspend) the access of Users to the SAAS Services in the event of violation of this Agreement. Grounds for doing are not limited but may include, for example, legal or regulatory reasons, investigation of suspicious activities, or action by authorities, or if BlueDAG or you have reason to suspect any such User is engaged in activities that may violate this Agreement, applicable laws, or subscriber policies, or are otherwise deemed harmful to BlueDAG, your organization, your and our respective network or facilities, or other SAAS Service users. BlueDAG shall not be liable to any User for suspension of the SAAS Service, regardless of the grounds.

10. Ownership; Subscriber and User Submissions. As between you and your Users and BlueDAG, the SAAS Services, any material or information provided to you or Users pursuant to the SAAS Services, and any associated applications, tools or data, and, except as set forth in Section 11, below, all additions, modifications and improvements made or specified by BlueDAG, its agents or contractors, are the property of BlueDAG, and are protected by United States and international copyright, trademark and patent laws, and other laws or provisions for the protection of intellectual property, trade secrets, or proprietary information, as applicable. By using the SAAS Services, neither you nor your Users gain any ownership interest in such items. BlueDAG does not claim ownership of the usage information you or your Users provide for the use and operation of the SAAS Services. BlueDAG and its vendors and contractors may use such information to operate and administer the SAAS Services. In addition, BlueDAG may retain, analyze, use and share such information in anonymous, filtered, or aggregate form for general business purposes.

11. Subscriber Work Product. All materials including background and training materials, data, processes, tools, methodologies, results, reports, presentations or any other information or material generated or developed by BlueDAG specifically and uniquely for Subscriber pursuant to this Agreement that is based on any Confidential Information of Subscriber ("Work Product") shall be and remain the property of BlueDAG, and Subscriber may only use such Work Product pursuant to a valid SAAS Subscription Agreement. Work Product does not include any work product that is independently (without

regard to any Confidential Information of BlueDAG) developed by Subscriber or Subscriber's Confidential Information. Compliance reports or other Subscriber-specific information generated by the SAAS Services shall remain the property of Subscriber.

12. Confidential Information. The parties acknowledge that each may be exposed to certain information that is not generally known to the public which would be considered confidential or proprietary by the other party ("Confidential Information"). Confidential Information includes, without limitation, this Agreement, BlueDAG's pricing, and all competitively sensitive or secret business, marketing, and technical information disclosed by one party to another. Each party agrees that, in the event a party is exposed to the other party's Confidential Information, the receiving party: (i) will protect Confidential Information from unauthorized disclosure using commercially reasonable care, (ii) will not disclose Confidential Information to any third party (provided that BlueDAG may disclose your Confidential Information to any of its affiliates or to any vendor as necessary to provide the SAAS Services, which disclosure will be subject to confidentiality obligations with such party consistent with this Agreement), and (iii) will not use Confidential Information (other than as authorized by this Agreement) without the prior written consent of the other party. Within five (5) business days after a request by either BlueDAG or you, or upon termination of this Agreement, all materials or media containing any Confidential Information will be either returned to the originating party or destroyed by the receiving party. The preceding destruction provision will not apply to back-up copies of your Confidential Information made by BlueDAG in the ordinary course of its rendition of the SAAS Services, provided that BlueDAG will remain bound by its confidentiality obligations hereunder for so long as it retains such back-up copies. Confidential Information does not include information which: (i) was already known to the receiving party prior to the time that it is disclosed to the receiving party as evidenced in writing and without a duty of confidentiality; (ii) is or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving party; (iii) has been rightfully received from a third party without breach of any duty of confidentiality; (iv) has been approved for release by written authorization of the disclosing party; or (v) is required to be disclosed pursuant to the order of a court or governmental agency, and if the disclosing party has, if permitted by law, been given reasonable notice of the order and the opportunity to contest disclosure.

13. Links to/from Third Party Sites. The SAAS Service may provide links (or allow you or Users to provide links) that allow you or your Users to leave BlueDAG's site and/or access third party websites or access the BlueDAG site or services through third party websites. The linked sites are not under the control of BlueDAG and BlueDAG is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites or the performance or security of such other

sites. BlueDAG is not responsible for any content of or transmission to or from any linked site. BlueDAG provides these links only as a convenience or feature of the SAAS Services, and the inclusion of any link does not imply endorsement by BlueDAG of the site. Users access any such third-party websites or access the SAAS Service through any third party websites at their sole risk and discretion.

14. Security; Passwords; Internet. You are responsible for administering usernames and passwords for all Users (the "Log-In Information") and administering any User access granted to the SAAS Service through a User's account at a third party site, such as but not limited to Facebook or LinkedIn or similar integration with a third party website or product ("Single Source Log-In"). Each User must have a valid username and password for the purpose of accessing the SAAS Services. You and your Users must keep all Log-In Information and Single-Source Log-In information strictly confidential. Log-In Information and Single Source Log-In may be used only by the assigned User and may not be shared or transferred to another person without our prior consent. You are responsible for the use of the SAAS Services by any of your employees or any person who gains access to your data or the SAAS Services, even if such use was not authorized by you or results from your failure to use reasonable security precautions or the breach of such precautions.

You may not resell, license or otherwise provide access by any means to any part of the SAAS Services other than to Users for whom a subscription is paid. You and your Users are responsible for maintaining the confidentiality of that User's username and password. You and your Users are responsible for any and all activities that occur under all your Users' accounts. You agree to notify BlueDAG immediately of any unauthorized use of your Users' accounts or any other breach of security. BlueDAG will not be liable for any loss that you or a User may incur as a result of someone else using your Users' passwords or accounts, either with or without the applicable Users' knowledge. BlueDAG is not responsible to you for unauthorized access to your data or the unauthorized use of the SAAS Services unless such unauthorized use or access results from failure by BlueDAG to meet its security obligations as provided herein.

BlueDAG does not guarantee the security of any information transmitted to or from you or any User over the Internet, including through the use of e-mail. Access to the Internet, if employed, is your and each User's sole responsibility and the responsibility of Internet provider(s) you select. BlueDAG does not accept any responsibility for failure of service due to Internet facilities, including related telecommunications facilities or equipment, that are not under BlueDAG direct control.

15. Communications from BlueDAG. BlueDAG may periodically contact you or Users for customer service purposes. By accessing the SAAS Services, you and each User consent to receive such communications. You agree

that BlueDAG may reference its business relationship with you in its marketing or sales materials.

16. Termination; Effect.

a. Suspension or Accelerated Termination. BlueDAG may immediately suspend the SAAS Services or terminate this Agreement for its convenience if: (i) BlueDAG becomes aware of what it, in its sole discretion, deems a credible claim that the SAAS Services infringe upon the intellectual property rights of a third party or (ii) required to do so by law. In each case, BlueDAG will give you advance notice of pending suspension or termination of at least twelve (12) hours, unless BlueDAG determines, in its reasonable discretion, that no notice or shorter notice is necessary to protect BlueDAG, its customers, or others.

b. Breach. BlueDAG may, at its option, terminate this Agreement for cause or temporarily or permanently suspend the SAAS Services if: (i) BlueDAG reasonably believes that the SAAS Services are being used in violation of law or this Agreement; (ii) your use of the SAAS Services interferes with the normal operations of the System or other customer's use of the SAAS Services; (iii) there is an attack on the System or any portion thereof or your account is accessed or manipulated by a third party without your consent or in violation hereof, or there is another event for which BlueDAG reasonably believes suspension of SAAS Services is necessary to protect the BlueDAG network or BlueDAG's other customers; (iv) your payment of any amount due hereunder is overdue and you fail to pay the overdue amount within ten (10) days of BlueDAG's written notice (e-mail notice to your account representative shall suffice); (v) you breach any obligation relating to BlueDAG's or any third party's intellectual property rights; or (vi) you materially fail to comply with any other provision of the Agreement and do not remedy that failure within ten (10) days after receipt of notice thereof from BlueDAG (e-mail notice to your account representative shall suffice). Subscriber may, at its option, terminate this Agreement for material breach by BlueDAG of its obligations hereunder that are not cured within fifteen (15) days after Subscriber provides written notice to BlueDAG of such breach. Subscriber may terminate this Agreement (other than for uncured material breach as described in the prior sentence) upon sixty (60) days' advance notice and payment, in connection with and simultaneously with, such termination notice, of all amounts that would have been due from Subscriber under this Agreement for the balance of the original five (5) year term hereof (calculated as if the Agreement had not been terminated). Subscriber acknowledges and agrees that such termination payment is fair in consideration of the investment made by BlueDAG in deploying the SAAS Services for Subscriber, training BlueDAG personnel and Subscriber personnel, and related costs expended by BlueDAG during the early periods of this Agreement.

c. Effect of Termination. Upon expiration or prior termination of this Agreement, all rights granted herein

shall revert to BlueDAG. All access to and use of the SAAS Services by Users must then cease and BlueDAG shall make available to you any of your data or materials for thirty (30) days following such termination. Sections 10, 11, 12, 14, 16, 17, 18, and 19 and any remaining payment obligations shall survive any termination.

17. Limited Warranty, Limitation of Liability. BlueDAG warrants that it will provide the SAAS Services in conformity with the specifications for such SAAS Services as provided to Subscriber (as they may be updated from time to time by BlueDAG) by BlueDAG and the SAAS Services will reasonably perform as intended and in conformity with the SLA. Except for the limited warranty expressly provided in the previous sentence, THE SAAS SERVICES AND ANY TOOLS, APPLICATIONS, INFORMATION OR MATERIALS PROVIDED TO YOU IN CONNECTION WITH THE SAAS SERVICES ARE PROVIDED "AS IS," AND ALL WARRANTIES OF ANY KIND, PAST OR PRESENT, WHETHER STATUTORY, COMMON-LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULTS OR OUTPUT, SECURITY AND, EXCEPT AS SPECIFICALLY PROVIDED SECTION 18 HEREOF, NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL BLUE DAG BE LIABLE FOR ANY LOST OR CORRUPTED DATA, DOWNTIME (OTHER THAN SPECIFICALLY AS PROVIDED IN THE SLA), LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE.

18. Indemnification.

a. Indemnification by BlueDAG. BlueDAG will defend, indemnify, and hold harmless you, your corporate affiliates, or any of its or their respective directors, officers, owners, employees, agents, successors, and permitted assigns from and against any and all third-party claims, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees) arising from or related to an allegation that the SAAS Services violate the intellectual-property rights of a third party (excluding any such violation resulting from your breach of your obligations or representations herein). If the SAAS Services infringe upon any third party intellectual property rights (excluding any such violation resulting from your breach of your obligations or representations herein), BlueDAG will at its option and expense: (i) modify the SAAS Services to not be infringing; (ii) substitute the SAAS Services with other services with substantially equivalent functionality; or (iii) obtain from such third party the right for you to use the infringing SAAS Services. If such remedies are not reasonably available or BlueDAG terminates this Agreement in accordance with Section 16, BlueDAG shall refund amounts, if any, paid by you for SAAS Services not

rendered prior to or following the effective date of termination.

(b) Indemnification by You. You will defend, indemnify, and hold harmless BlueDAG, its corporate affiliates, or any of its or their respective directors, officers, owners, employees, agents, successors, and permitted assigns from and against any and all third-party claims, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees) arising from or related to (a) your activities (or activities of your employees, contractors, agent or other affiliated entities or persons); (b) your actual or alleged violation of law; or (c) breach by you of any of your representations, warranties, or covenants under this Agreement.

(c) Notice; Cooperation. The indemnitee will promptly notify indemnitor should it become aware of any pending or threatened action that is covered by this Section and will fully cooperate with the indemnitor in the defense of such action.

19. Miscellaneous.

a. Failure to perform by reason of any law, natural disaster, labor controversy, encumbered intellectual property right, war, strikes, lockouts, hacking, acts of God, governmental statutes, proclamations or regulations, riot, civil commotion, war, malicious mischief, force majeure, or any similar event beyond a party's reasonable control shall not be a breach hereof and neither party shall be liable for any loss or damage resulting therefrom.

b. You acknowledge and agree that the SAAS Services and the tools, applications, information and materials provided in connection with the SAAS Services possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use or breach of your obligations hereunder, and that unauthorized use may cause immediate and irreparable damage to BlueDAG or other subscribers for which BlueDAG or such other subscribers would not have an adequate remedy at law. Therefore, you agree that, in the event of such unauthorized use or breach, in addition to such other legal and equitable rights and remedies as may be available to BlueDAG, BlueDAG shall be entitled to injunctive and other equitable relief without the necessity of proving damages or furnishing a bond or other security.

c. This Agreement shall be construed and enforced under the laws of the State of California, USA without reference to the choice of law principles thereof. Subscriber hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of California, County of Sacramento. Subscriber waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from

application to this Agreement. The parties agree that any claim arising out of or related to this Agreement must be brought within one (1) year after the date it first accrued.

d. Neither party may assign this Agreement without the express written consent of the other party, except that BlueDAG party may assign this Agreement to any of its corporate affiliates or pursuant to a merger, consolidation, reorganization, change-in-control or sale of all or substantially all of the assets or business to which this Agreement relates. Any attempted or purported assignment in violation of this provision is null and void.

e. If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

f. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

g. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof.

h. Except for revisions or updates to the SLA or SAAS Services specifications as described herein, this Agreement may be amended only in a writing signed by both parties.

i. This Agreement, together with the exhibits hereto, shall supersede in its entirety any purchase order or other documentation issued by Subscriber. In no event will any additional terms and conditions on a purchase order or other documentation be effective unless expressly accepted by each party in writing. No provision of this Agreement or any related document shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or drafted such provision.

i. The parties' relationship is that of independent contractors. Neither party is an agent for the other, nor does either party have the right to bind the other to any agreement with a third party.

k. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. A signature delivered by facsimile, scan, photograph or other electronic transmission shall be as binding as delivery of an original signature hereto, provided, that the delivering party shall, if requested by any party for any reason, promptly deliver the original signature so transmitted or a separate, original signature, the delivery of which shall not in any way limit the effectiveness of the signature previously electronically delivered.

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Intending to be bound hereby, the parties hereto have executed this Agreement effective as of the Effective Date first set forth above.

“SUBSCRIBER”

CITY OF SEGUIN, TEXAS

NAME:

By: Douglas G. Faseler

Title: City Manager

“BLUEDAG”

BLUEDAG, LLC

By: _____

Title: _____

EXHIBIT A

Description of SAAS Services

BlueDAG Title II Complete package with options for customization and importing of legacy data for the City of Seguin, Texas, to include the following:

- Deployment of a BlueDAG Title II Complete server instance within Vendor datacenter
 - Hosting of BlueDAG package
 - Daily, Monthly, and Annual Backups of Entity BlueDAG data
 - Network and power monitoring
- Creation of Entity-identified User accounts
- Training of Entity staff on included Features of the BlueDAG Title II Complete package via webinar, teleconference, screen sharing events, and/or onsite training (optional) at Entity location in Oakland, CA for onboarding:
 - Activity Training:
 - Grievances
 - Evaluations
 - Projects
 - Notices
 - Transition Plan
 - Self-Evaluations
 - *Fast Finder*
 - Mobile Training
 - Report Training
 - Grievance Report
 - Evaluation Report
 - Annual Grievance Report
 - Table CSV Exports
 - Shapefile Export
 - Administration Training:
 - Subscriber Details
 - My Users
 - My Jurisdictions
 - My Requesters
 - My Departments
 - Facility Owners
 - Letters
 - Custom Standards (Post Implementation)
 - Custom Findings (Post Implementation)
 - Report Titles

Ongoing updates of Non-Custom ADA standards, Non-Custom Findings, and Non-Custom Default Checklists

Additional custom programming and deployment services are being provided separately pursuant to a Master Development Agreement for Custom Services with a SAAS Subscription dated as of June 10, 2019, between Subscriber and BlueDAG.

EXHIBIT B

Service Level Agreement

Effective Date: June 10, 2019

This BlueDAG Service Level Agreement (“SLA”) is a statement of certain service levels to be provided by BlueDAG, Inc. (“BlueDAG”, “us” or “we”), in connection with SAAS Services provided pursuant to the BlueDAG SAAS Subscription Agreement (the “BlueDAG Agreement”) between BlueDAG and users of BlueDAG’s SAAS Services (“you”). This SLA applies separately to each account using BlueDAG. Unless otherwise provided herein, this SLA is subject to the terms of the BlueDAG Agreement and capitalized terms will have the meaning specified in the BlueDAG Agreement. We reserve the right to change the terms of this SLA in accordance with the BlueDAG Agreement.

Basic Support Services

The following support services are included at no extra charge as part of your subscription for the SAAS Services:

- Onsite Training: First day of onsite train is covered by BlueDAG at no charge to the subscriber.
- Up to two (2) hours per paid User per month. Unused hours are not carried over to the next month. Standard support windows are 9 AM – 4 PM, Monday – Friday, Pacific time zone, excluding California State and Federal Holidays. Support is provided via email and phone. A ticketing system is used internally within the Vendor’s support group to track and ensure resolution of Entity’s support needs. If needed, additional Support options can be quoted to better meet Entity’s needs.
- Daily, Monthly, and Annual Backups of Entity BlueDAG data
- BlueDAG University Webinars, Onboarding Webinars up to 2hrs/month per User

Additional Support (not included as part of subscription – available for additional fees):

- Onsite Training: \$100 per hour + \$200/day per diem. Additional hotel cost up to \$250/day for sequential-day trainings or trainings beginning before 8 am or ending after 6 pm in a given day. Airfare to be billed after booking, if applicable.

Uptime Service Commitment

BlueDAG will use commercially reasonable efforts to make the SAAS Services each available with a Monthly Uptime Percentage (defined below) of at least 98% (the “Service Commitment”). If the Monthly Uptime Percentage falls below 98%, BlueDAG shall refund to you one prorated month of the annual subscription cost. If the Monthly Uptime Percentage falls below 98% in two months of any 12 month period, you may consider this a material breach by BlueDAG and terminate the contract in accordance with Section 15.b of the SaaS Subscription Agreement. Monthly Uptime Percentage is calculated by subtracting from 100% the percentage of hours during the month in which BlueDAG SAAS Services were unavailable to you. “Unavailable” means the SAAS Services were not available to you in material conformity with the specifications thereof and terms of the BlueDAG Agreement for a continuous period of ten (10) minutes or longer. You are responsible for logging and reporting any and all incidents of unavailability of the BlueDAG SaaS services to BlueDAG within forty-eight (48) hours of the occurrence of said unavailability. Any reported unavailability is subject to verification by BlueDAG before credit will be issued. THE CALCULATION OF MONTHLY UPTIME PERCENTAGE WILL EXCLUDE PERIODS OF UNAVAILABILITY OF BLUE DAG SAAS SERVICES CAUSED BY THE FOLLOWING:

Definitions

- Subscriber breach of the BlueDAG Agreement;
- Suspension or termination provided in the BlueDAG Agreement;
- Factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of BlueDAG platform;

- Any actions or inactions of you or any third party, including failure to acknowledge a recovery;
- Your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control);
- Planned downtime, of which BlueDAG gives Subscriber at least twenty-four (24) hours' prior notice (via e-mail to the account representative or via a conspicuous on-screen message in the SAAS Service. BlueDAG will use commercially reasonable efforts to schedule all planned downtime during the hours, U.S. Pacific Time 7:00 p.m. Friday to Saturday 8:00 a.m. and 7:00 p.m. Saturday to Sunday 8:00 a.m. and 7:00 p.m. Sunday to 3:00 a.m. Monday, U.S. Pacific Time, and if not possible during the foregoing times, planned downtime will be 11:00 p.m. to 5:00 a.m. other days, except downtime for major SAAS Service releases and maintenance, which BlueDAG will use commercially reasonable efforts to schedule during the hours from 6:30 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time. BlueDAG will use commercially reasonable efforts to limit the number of major Service **releases to twelve (12) annually. In no event shall planned downtime exceed thirty-six (36) hours in any calendar quarter.**