

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: JustFOIA

***REQUIRED CHECKBOX* for Service Contracts**

- MVWSD Independent Contractor for Professional Services Agreement (PSA) completed
- If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.

Contract for Professional Services / Special Services

- \$50,000 or below, no further steps required. (Approved Vendor)
- \$50,001 and above, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

**If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*

Contract for Services (NOT Special Services)

- \$50,000 or below, no further steps required.
- \$50,001 - \$114,500, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

Contract for Waste Services {MOT or CBO}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Transportation (Bus, Cars, etc.) Services

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Equipment, Materials and Supplies

- \$75,000 or below, no further steps required.
- \$75,001 - \$114,500, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

Contract for Educational Materials {Ed Services}

- ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

Public Records Requests Management Platforms Proposal

Mountain View Whisman School District

Issued: May 8, 2025

Valid for 90 days





Shelly Hausman
Public Information Officer
Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043

Dear Shelly Housman,

Thank you for considering JustFOIA in your search for a Public Records Request Management Platform. We're excited about the opportunity to support your organization with a modern, secure, and scalable platform designed specifically for government transparency and compliance.

Long-Term Partnership & Support

From implementation to ongoing optimization, we're with you every step of the way. Our Delivery Team provides live training and ensures your system is tailored to your unique processes. After go-live, you'll be supported by our dedicated Technical Support and Client Success Teams for long-term success.

Ongoing Training Access

Your team will have full access to our on-demand Learning Management System (LMS), offering educational videos and resources to support continuous learning—at no additional cost.

Trusted Government Security

JustFOIA is deployed exclusively on Microsoft Azure Government Cloud—the gold standard in government security infrastructure. As a certified SOC 2 organization, we uphold the highest standards in security, privacy, and transparency.

Unlimited Users, No Extra Fees

Whether it's administrators, power users, or general users, your agency can onboard as many team members as needed without worrying about user licensing fees.

Flexible & Configurable Beyond FOIA

JustFOIA goes beyond public records. Many of our clients use the platform to manage subpoenas, intra-district transfers, applications, student records, and more. Dynamic field recognition and keyword routing make the intake process smarter and more efficient.

Your Voice Shapes Our Platform

Client feedback drives our product roadmap. You'll have a direct voice in shaping future enhancements and features through collaboration with our Product and QA Teams.

If you have any questions or would like further information, please don't hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Di Blasi". The signature is fluid and cursive, with the first name "Chris" being more prominent.

Chris Di Blasi

Solution Consultant

850.757.7251 | chrisd@justfoia.com

EXECUTIVE SUMMARY

OUR PROPOSAL

Thank you for the opportunity to respond to your RFP for a Public Records Requests Management Platform with **JustFOIA**, the most trusted public records request management platform in education and local government. JustFOIA was designed from the ground up to simplify and automate the entire Public Records Act (PRA) process—from intake to fulfillment—while ensuring full compliance with legal timelines and requirements. Below is a summary of how JustFOIA fully meets and exceeds your listed requirements:

Comprehensive PRA Workflow Automation

- **Streamlined Intake & Fulfillment:** Receive and respond to PRA requests directly through a configurable public-facing portal with secure, electronic document delivery.
- **Full Legal Compliance:** Built-in reminders, alerts, and task assignments ensure deadlines are met and legal obligations are tracked.
- **Secure Internal Collaboration:** Assign tasks, track progress, and communicate within the platform to maintain transparency and accountability.

Document Review, Redaction & Fulfillment

- **Batch & Auto Redaction:** Redact manually or automatically using pattern-matching (e.g., SSNs, emails) with audit-trail logging and exemption code tagging.
- **Responsive/Non-Responsive Tagging:** Quickly sort and classify documents for inclusion or exclusion.
- **Advanced De-Duplication:** Identify and eliminate redundant documents to reduce review time.

Smart Organization & Secure Storage

- **Metadata Filtering:** Filter by sender, recipient, date, file type, and more for faster review.
- **Attachment & Large File Handling:** Supports bulk uploads, email attachments, and large files without performance issues.
- **Secure Cloud-Based Storage:** Role-based access, encrypted data, and full audit logs.

Analytics & Reporting

- **Built-in Dashboards:** Visualize request trends, time-to-fulfill, and staff workload.
- **Exportable Reports:** Generate compliance reports and request summaries at any time.

Integrations & Compatibility

- **Google Vault Compatibility:** JustFOIA supports easy drag-and-drop or bulk upload of any file type, including email exports from platforms like Google Vault. This flexibility allows your team to quickly bring in large volumes of data for streamlined review, redaction, and release—all within JustFOIA.

Public Transparency

- **Public Records Portal:** Publish fulfilled requests with optional indexing and search to reduce duplicate inquiries and promote transparency.

OUR COMPANY

BUILT BY USERS, FOR USERS

JustFOIA, Inc. (“JustFOIA”) began as a product built for MCCi’s public sector clients from a deep understanding gained through 20+ years of servicing municipal clerks, records managers, and the public sector. From its founding roots as a Municode company, MCCi has accelerated more than 1,600 clients’ digital transformation journeys by adding intelligence to their processes.

Because many of these clients were searching for a way to better manage the rise in complexity and volume of their organizations’ records requests, MCCi’s development team and leadership worked hand-in-hand with these clients to simplify the process and provide a better user experience for records managers and the constituents they serve. **In**

2014, the JustFOIA Solution was launched. Fast forward to 2020, JustFOIA's success sparked the need for its own brand and evolution into becoming a sister-company to MCCi. In 2025, we now serve more than 600 clients in 46 states and have been named a GovTech 100 company since 2024.

WHAT MAKES US DIFFERENT

Development fueled by client ideas



Our clients continue to be a vital component of our product feedback loop with client success, implementation, and support teams all regularly contributing ideas to product management. With the launch of our [Ideas Portal](#), **we ensure clients have a voice**, providing a direct line to submit ideas for development consideration, see the status of their development request, and actively vote for the most important features and improvements.

Personalized, consultative services approach

When choosing a records request management solution partner, there are many things to consider. Features and functionality are certainly part of any software partner buying decision, but what will truly dictate your overall experience will be the support you receive during the initial implementation and beyond. We know records requests are only a part of your overall responsibilities, so we start by taking a personalized, consultative approach to the implementation. You're not expected to figure this out on your own – we take the time to fully understand your unique needs and conduct multiple live trainings with your Administrators and Power Users, making sure the end result is the desired one.

Best-in-class technical support

Once your project is complete, you will have access to our stellar Technical Support Team, maintaining a documented **100% client satisfaction rate**, for troubleshooting and supporting the Solution. We offer optional supplementary support packages as well, giving you more access to our staff based on your needs.



Proactive client success

We are fanatical about client success. Don't just take our word for it—check out our [G2 Reviews](#). Success starts with our eagerness to understand our clients' needs and where they are headed on their journey to streamlining their records requests processes. We believe in a proactive support methodology, which begins with client education, excellent service, and communication. Your organization will have a **dedicated Client Success Specialist** that can:

- Identify any needs that could easily be addressed by the Solution
- Serve as a resource for questions and answers, best practices, how other clients are using the system with the use of documented case studies, support center, etc.
- Provide continued education for existing and new users through webinars, workshops, user groups, and more
- Coordinate with our sales operations team for pricing/renewals inquiries and budgetary information

Easiest-to-use or we'll retrain you free

We understand that software – no matter how many features it has – can't be great unless it's easy to use. **We guarantee that JustFOIA is the easiest-to-use records request software, or we will train you again at no extra cost.** To back this up and to supplement our **live trainings**, we offer our industry-exclusive [Learning Management Software platform](#) – The Training Center for JustFOIA – to our clients for free. With unlimited, on-demand access to hundreds of help videos and product documentation, live monthly learning sessions, and peer-based user groups, training new departments and employees is a breeze. We leverage the platform as we roll out JustFOIA to new clients every day, using it to store custom training videos and designing courses for users that simplify training on new features and functionality. If you are as passionate about learning as we are about training, get JustFOIA certified. We offer certifications for Administrators, Power Users and General Users.

3. PROPOSAL REQUIREMENTS

3.1 PLATFORM CAPABILITIES

Receiving PRA Requests and Document Delivery:

Process for request intake (forms, portals, email, etc.)

JustFOIA's Public Portal is a customizable landing page for requesters to access the agency's request forms, track the status of their request, and search the Archives page for previous requests made public. Requesters do not have to create an account to submit a request. Agencies can host as many forms as they like on their JustFOIA Public Portal, including Public Records Requests, Student Records Requests, Interdistrict Transfer Requests, FERPA requests, etc. Request forms are fully configurable with text fields, drop-downs, checkboxes, and more. JustFOIA's Dynamic Form Fields adjust based on user input. Over the past year, the most used field asks if the requester is seeking email communication. When selected, this field will prompt the requestor to enter additional details like date range, employee name, or subject.

Requests can be submitted through your customized JustFOIA Public Portal, in-person, or by email. If a request is submitted outside of the JustFOIA Public Portal, staff can use a "quick form" on their end to input the request details and information so it can be in your system to track and process.

Document delivery methods to requesters (secure download links, portals, etc.).

Requesters can receive an automatic alert when their request has been completed with a secure link hosted through Azure Government Cloud to retrieve their records through the JustFOIA Portal. Once the requester clicks on the link, JustFOIA records the date and time the documents were accessed in the Request Audit History.

Analytics for PRA Processes:

Available dashboards, reporting tools, metrics tracking (volume, response times, etc.).

Each JustFOIA system includes canned reports where you can quickly pull a report to export in a few clicks after selecting the desired date range. JustFOIA also provides intuitive dashboards and reports that offer real-time insights into request statuses, departmental workloads, and processing timelines. These dashboards and reports can be customized to meet specific agency needs, facilitating data-driven decision-making and enabling agencies to quickly assess performance metrics and identify areas needing attention. Take it a step further by using the Advanced Reporting tool to generate detailed reports on various aspects of the records request process, including:

- **Request Categories:** Open, paused, processed, and deleted requests.
- **User Performance:** Task assignments, completion rates, and departmental correspondence.
- **Operational Metrics:** Processing times, fees collected, and resource allocation.

Additionally, these tools can also be used for **Compliance Tracking**. JustFOIA's analytics tools assist agencies in demonstrating compliance with records request laws by providing clear documentation of response times and processing procedures. This is particularly beneficial for meeting reporting requirements such as those mandated by oversight bodies. You can also use these tools for:

- **Time and Materials Tracking:** Monitor staff time and resources dedicated to fulfilling requests, aiding in cost recovery and budgeting.
- **Automated Notifications:** Set up alerts for approaching deadlines or required actions to ensure timely responses.

Requests
8
Open

Requests
4
Almost Due

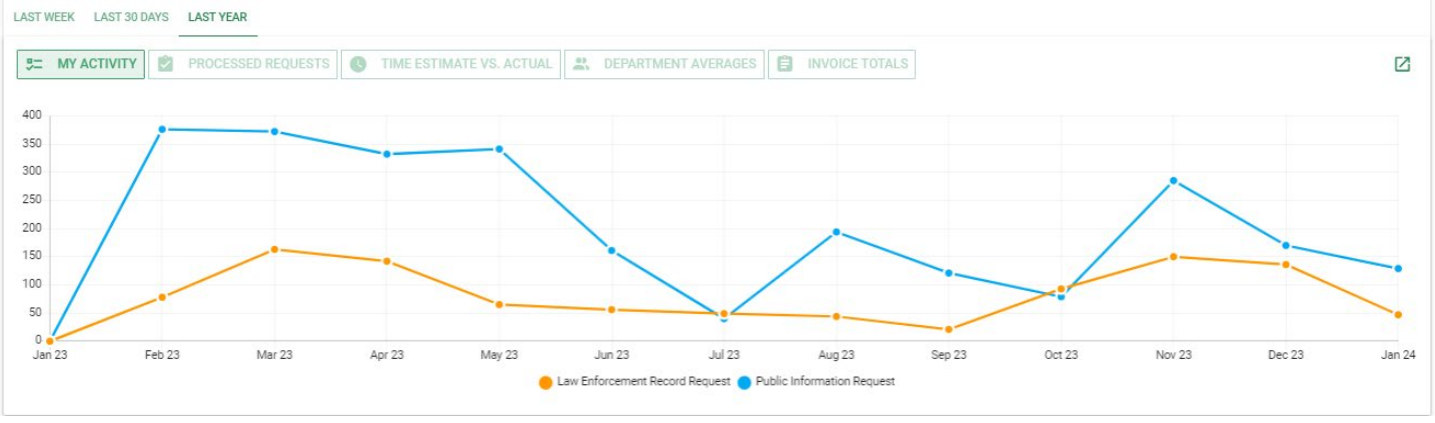
Requests
0
Past Due

Requests
1
Needs Routing

Tasks
1
Past Due



Tasks - Completed / Total



Filter

Request #	Request Type	Status	Departments/Users	Request Date ↓	Progress	Name	Description
PRR-39-2023	Law Enforcement Record Request	Assign to Department	0/1 Records	01/22/2024	Open	Mario Pender	car accident report
PRR-17-2023	Law Enforcement Record Request	Time and Materials Estimation	0/1 Records	01/22/2024	Open	Amber Villareal	Report from September 17, 2023
PRR-38-2023	Law Enforcement Record Request	Assign to Department	0/1 Records	01/21/2024	Almost Due	Will Coleman	Copy of report from 10/24/2023
117-2023	Public Information Request	Pending Initial Deposit	0/1 Records	01/18/2024	Almost Due	Will Coleman	planning zone maps for the Northeast quadrant
115-2023	Public Information Request	New Submission		01/18/2024	Almost Due	Mario Pender	Building plans for the New City Hall
134-2023	Public Information Request	New Submission		01/12/2024	Almost Due	Will Coleman	code violations for December 2023
114-2023	Public Information Request	Needs Routing	2/2 Records	11/03/2023	Paused	Will Coleman	code violations for 3Q 2023
50-2023	Public Information Request	Requested Clarification	0/2 City Secretary	08/01/2023	Paused	Derrick	Building plans for new stadium

Rows per page: 10 | 1-8 of 8

Advanced Settings
RUN REPORT

Within each report, data can be filtered to be included or not included in the report as well as prioritized within the report columns.

Select Forms

Police Department Records Request

Public Records Request

Excluded

Name

Phone

Address

City

State

Zip

Description

Drop Down List

Included

Request Type

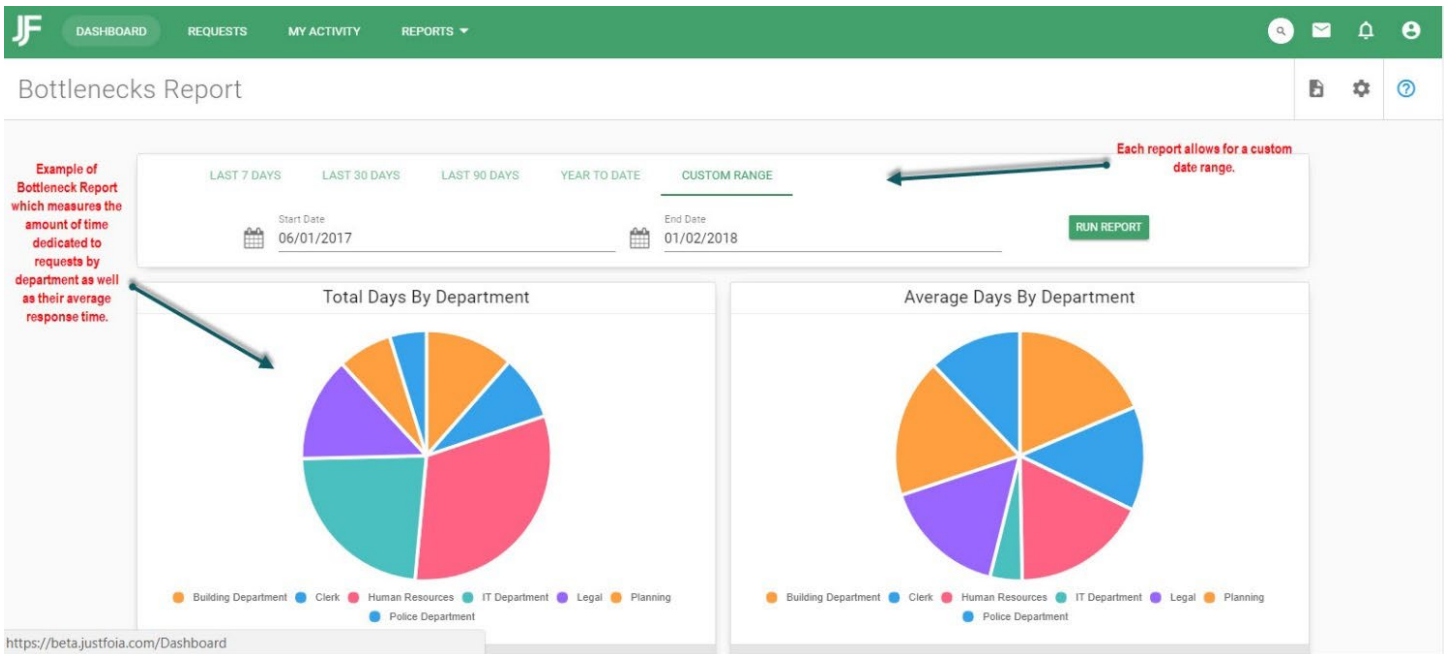
Request #

Department

Status

User

Time Spent



Internal Document Workflow Management:

Collaboration tools, assignment capabilities, status tracking.

JustFOIA offers a robust set of tools designed to streamline internal collaboration and ensure efficient, accountable handling of public records requests. Key features include:

Collaboration Tools

- Agencies can **add internal notes and comments** on requests, enabling communication between departments without exposing messages to the requester.
- Users can loop in colleagues, escalate issues, or request internal reviews—all within the system.
- Shared visibility ensures that everyone involved sees real-time updates and the full request history.

Assignment Capabilities

- Requests can be **assigned to individuals, teams, or departments** based on request type, content, or workload.
- Users can delegate specific tasks such as document review, redaction, legal review, or communication drafting.
- **Role-based permissions** ensure that only authorized users can take action or view sensitive content.

Status Tracking

- Every request moves through **clearly defined status stages** (e.g., Received, In Review, Paused, Complete), allowing staff to monitor progress at a glance.
- A centralized dashboard gives real-time visibility to request volume, response times, and pending tasks.
- Time-stamped activity logs help identify bottlenecks and maintain an audit trail for compliance.

Document Storage and Access:

Storage capacity, file organization, search functionality.

JustFOIA provides a secure, centralized repository for storing, organizing, and retrieving documents associated with public records requests.

Storage Capacity

- JustFOIA is a **cloud-based solution**, allowing for scalable storage that grows with agency needs. JustFOIA's Pro K-12 package includes 3 TB of storage.
- Supports a wide range of file types, including PDFs, audio files, video (e.g., body cam footage), images, and native document formats (e.g., Word, Excel).
- Attachments can be uploaded individually or in bulk and tied directly to specific requests.

File Organization

- Users can create **folders or categories** within requests to separate drafts, final versions, and redacted files.
- Original versions of redacted documents are **automatically grouped** for easy reference.
- Internal-only vs. requester-visible documents are clearly distinguished, helping ensure sensitive files are not accidentally released.

SEARCH FUNCTIONALITY

- Powerful **full-text search** allows staff to find documents using keywords, tags, filenames, or metadata (e.g., date uploaded).
- Filters help narrow results by request status, department, or document type.
- Supports searching across active, closed, or archived requests, making historical retrieval fast and easy.

Email Attachment Storage/Organization:

Support for importing and organizing email threads and attachments.

JustFOIA Correspondence is purpose built to simplify the management of email communications and their associated attachments within the public records request process. The system ensures that email threads, documents, and files are captured, organized, and stored in a secure, centralized environment tied directly to each request.

The "**Any and All**" **Document Management Tool** within JustFOIA simplifies locating, grouping, and releasing all responsive documents tied to a public records request, especially when the request language is broad or non-specific. This feature is useful when handling requests for "any and all" records related to a person, topic, incident, or case, which often span multiple departments, file types, and communication channels. This is a game-changing tool, reducing time spent processing requests that involve a PST file (file type that contains a batch of emails to review). Upon extracting the PST, JustFOIA will automatically de-duplicate (based on the email message ID) and will keep any email attachments in line with the original email.

JustFOIA's "Any and All" Document Management Tool provides agencies with a powerful, centralized workspace to efficiently manage large and complex public records requests. This tool enables users to collect documents from a variety of sources—including email attachments, manual file uploads, and integrations with systems like Laserfiche or SharePoint—into a single, organized request record. With bulk upload and drag-and-drop functionality, teams can quickly gather responsive materials without relying on external file transfers or redundant storage systems. Once documents are imported, the platform automatically categorizes them based on relevance and review status, such as "Pending Review," "Approved for Release," or "Internal Use Only." This structured approach helps prevent the accidental disclosure of sensitive or non-releasable content and allows staff to focus their attention on what truly needs to be reviewed. Smart filtering tools make it easy to isolate responsive files, even in requests involving high volumes of records. This intelligent organization speeds up review times and enhances accuracy. All documents (excluding audio/video files) within the "Any and All" workspace can be reviewed and redacted directly within the platform. There's no need to export files to third-party tools, reducing both risk and processing time. Once the review is complete, responsive records can be bundled and delivered through the JustFOIA Public Portal, providing a seamless and transparent experience for requesters.

Every action taken—whether uploading, reviewing, redacting, or releasing documents is automatically recorded in a detailed Request Audit History. This complete history provides a secure chain of custody and ensures that agencies can show compliance and accountability throughout the records request lifecycle.

De-Duplication:

Methods used to identify and eliminate duplicate files across datasets.

As described above, when extracting a PST, JustFOIA's Any & All Document Management tool will automatically de-duplicate the group of emails by identifying those with the same email message ID and place them in a separate folder for review.

Any & All Document Management Tool

For clients who receive requests for "Any and All" communications, the effort to determine the responsive documents can be overwhelming. Built for customers who need to work with a large number of files, JustFOIA's Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)

- Detect duplicate emails (by message ID)
- Bulk redact and sort all files with one click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

Filtering Capabilities:

Filters by date range, sender, recipient, keyword, and other metadata.

Filtering Capabilities in JustFOIA's Response Documents Module

JustFOIA equips agencies with robust filtering and search tools designed to streamline the review and redaction of responsive documents, especially during high-volume or complex requests. Within the **Response Documents module**, users can easily locate and isolate specific records using the built-in **Search Bar** or the platform's **Advanced Filtering Panel**. These tools allow users to refine document sets based on a variety of metadata attributes, including:

- **Date range** – Narrow results to a specific time period
- **Sender/Author** – Filter by the originator of the communication or document
- **Recipient** – Identify files sent to or accessed by specific individuals or departments
- **Keyword or phrase** – Locate documents containing specific terms or topics
- **File type or format** – Separate PDFs, emails, media files, etc.
- **Tags or labels** – Filter by custom classifications applied during the intake or review process

Once filtered, users can directly access the relevant documents within the redaction interface—no need to download or transfer files to external tools. This workflow allows for efficient, focused review and ensures nothing is overlooked or unnecessarily redacted. These filtering capabilities are essential when handling broad “any and all” requests, email dumps, or cases involving numerous custodians or correspondence chains. They empower agencies to work faster, reduce risk, and produce accurate, legally defensible responses.

Integration with Google Vault:

Extent and method of integration with Google Vault for search, export, and ingestion.

At the current moment, JustFOIA does not directly integrate with Google Vault. You can upload or drag and drop any file type from your desktop into JustFOIA to review, redact, organize, and combine into a PDF for release.

Document Tagging:

Ability to tag documents as responsive, non-responsive, or privileged.

JustFOIA equips agencies with built-in tools that enable records staff, legal teams, and reviewers to efficiently categorize documents during the review process—an essential function for ensuring compliance, accuracy, and transparency in public records management.

Within the **Response Documents** module, users can sort any uploaded or imported file into corresponding folders to clearly identify each document's status and disposition. Common tagging categories include:

Responsive – Documents that fall within the scope of the request and are appropriate for release.

Non-Responsive – Items not relevant to the request or not required to be disclosed under applicable laws.

Privileged or Confidential – Materials that are exempt from disclosure because of legal protections, such as attorney-client privilege, FERPA, HIPAA, or internal deliberative exemptions.

This tagging process supports a streamlined workflow for both redaction and release. Privileged or non-responsive documents can remain securely stored within the system but are excluded from the final disclosure packet, ensuring that only appropriate content is shared with the requester. Meanwhile, responsive documents are clearly labeled and prepared for release, either through the public portal or by direct delivery, ensuring a clean, compliant, and defensible response.

Batch Redaction:

Tools for redacting information across multiple documents simultaneously.

JustFOIA's powerful in-app redaction module is purpose-built to streamline the secure removal of sensitive information from public records, with both **automated and manual tools** designed to improve efficiency, accuracy, and compliance. Users can upload documents and perform redactions automatically with a single click or manually remove specific content. The tool supports advanced features such as **text search, pattern matching, proximity**

search, and the ability to redact **selected text, entire pages, or entire documents**. Redactions are made permanent—burned into the document—ensuring that only the redacted version is ever released, while the **original, unredacted file** is preserved in a secure, internal folder accessible only to authorized users. There are **no per-user licensing fees**, so any permitted staff member can perform redactions without restriction.

Automation, Pattern Recognition & Bulk Redactions

JustFOIA supports **POSIX regular expressions** to identify and redact common sensitive data types, such as:

- Social Security Numbers
- Dates of Birth
- Email addresses
- Phone numbers

The platform's **Search-to-Redact** functionality allows users to locate and redact all matching terms within one or multiple documents. Staff can also **bulk redact** or combine multiple files into a single PDF for efficient processing and redacting the PDF.

Transparency & Compliance with Exemption Logging

To support legal defensibility, users can apply **redaction codes** aligned with state-specific public records exemptions. These codes appear as annotations and can be compiled automatically into a **Public Records Exemption Log**, which clearly outlines the legal basis for each redaction. Redaction comments can be added where clarification is needed, providing further transparency in sensitive or discretionary decisions.

Document Integrity & Version Control

Files retain their **original format** until redactions are applied.

Once finalized, redacted documents are **converted to secure PDFs**, while the original remains archived.

JustFOIA also supports **saving draft versions** of redactions to support staged reviews, supervisor approval, or legal consultation before release.

All activity is **tracked in the Request Audit History**, and the platform includes an export feature that allows agencies to download redacted records, original files, and logs at any time.

Public Posting Platform:

Capabilities to publish fulfilled PRA responses on a public portal, with search and download options.

JustFOIA provides a **Search Archive feature** via the Public Portal for specific requests to be made publicly available, and available for searching by the Public. The request archive features completed requests that have been made available to the public. Public users can view the details and download the documents associated with a request. JustFOIA offers several capabilities for agencies to search their records within the JustFOIA solution:

Search – Backend searches can be made to find previously completed or in-progress requests. Searches are performed across all metadata (e.g., keywords, fields, etc.) stored in JustFOIA.

Reports – Reporting across all fields and data collected allows additional searching and filtering capabilities within the Solution. Public Search

(Optional): JustFOIA provides a Search Archive feature via the Public Portal for specific requests to be made publicly available, and available for searching by the Public.

EXCEPTIONS

JustFOIA is an affiliate of MCCi, LLC in working with over 2,100 organizations, Our experience has been that standard terms and conditions provided by an agency, typically do not adequately address all the terms needed for both parties, relative to software, subscriptions, and/or professional services.

For this reason, our request is to start with our MSA and negotiate any material exceptions/additions relative to agency terms and conditions, which typically results in less legal review and a more efficient process for both parties. If it is absolutely required to use the agency's form of terms and conditions, we are willing to put in the legal review time required to integrate and negotiate terms, assuming JustFOIA is awarded the RFP or included as a finalist.

JustFOIA has supplied our Master Services Agreement (MSA) Template and other Terms/Conditions (Assumptions) associated with the products and services proposed below. Assuming JustFOIA is selected, negotiation is expected regarding any conflicting/additional terms included in our response, vs. any standard terms and conditions included in your solicitation.

Contractual Term / Condition	Document Name	Section	Exceptions	Additions MSA
<p>To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing</p>	<p>Appendix C - MVWSD Independent Contractor for Professional Services Agreement</p>	<p>8. Indemnification.</p>	<p>We've narrowed this clause to reflect industry-standard indemnification language. As a SaaS provider, we are willing to indemnify for claims arising from our gross negligence or willful misconduct, but not for general negligence, indirect claims, or actions beyond our control. We've also excluded consequential damages, which are typically disclaimed in commercial software agreements.</p>	<p>(a) Indemnification. To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("Claims") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made</p>

<p>done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.</p>				<p>by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.</p>
---	--	--	--	--

MASTER SERVICES AGREEMENT NO. 55341

This Master Services Agreement No. 55341 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys’ fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) for bodily injury or tangible property damage arising out of Company’s performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party’s intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party’s option, and Company’s sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client’s rights, including, without limitation, those in its intellectual property); and (iii) at Company’s cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party’s end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY’S PAYMENT OBLIGATIONS; (ii) EACH PARTY’S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT’S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT

LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION . THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to Company</u>	<u>If to Client:</u>
MCCI, LLC	Mountain View Whisman School District
3717 Apalachee Parkway	1400 Montecito Ave.
Suite 201	Mountain View, CA 94043
Tallahassee, FL 32311	Attn: Shelly Hausman
Attn: Legal Department	Email: shausman@mwwsd.org
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

1400 MONTECITO AVE.
MOUNTAIN VIEW, CA 94043

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 55341

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 55341 ("**Agreement**"):

This Initial JustFOIA Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

JustFOIA, Inc

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

3.2 PRICING

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Client Name: Mountain View Whisman School District
Client Address: 1400 Montecito Ave., Mountain View, CA 94043
Quote Number: 35996
Quote Type: New JustFOIA System

Bill/Ship to: Shelly Hausman
shausman@mvwsd.org
cc AP Contact: shausman@mvwsd.org

Quote Date: 5/6/2025

Subscription Period Start Date:
 Date of Contract Execution
Subscription Period End Date:
 12 Months from Date of Contract Execution

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
<input checked="" type="checkbox"/> JustFOIA Pro Education	1	\$8,250.00	\$8,250.00
<input checked="" type="checkbox"/> Single Sign-On (SSO)	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included
<input checked="" type="checkbox"/> 3 TB of Storage	1	Included	Included
<i>Site Name: Mountain View Whisman School District</i>		Included	Included
<i>URL: mvwsd.justfoia.com</i>		Included	Included

SUBTOTAL - RECURRING ANNUAL SERVICES	\$8,250.00
---	-------------------

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA SERVICE PACKAGES</u>			
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included
<input checked="" type="checkbox"/> Configuration of 1 Request Form <i>1. Public Records Requests</i>	1	Included	Included
<input checked="" type="checkbox"/> Single Sign-On Configuration	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	Included	Included

SUBTOTAL - ONE-TIME SERVICES	\$0.00
-------------------------------------	---------------

YEAR 1 ORDER COST	\$8,250.00
--------------------------	-------------------

All Quotes Expire 90 Days from Quote Date
This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the “**Solution**”).

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party’s receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party’s creditors (a “**Bankruptcy Event**”), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Client is a city, county, or other government entity the following applies: If Client’s governing body fails to appropriate sufficient funds to make payments due and to become due during Client’s next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an “**Event of Non-appropriation**”). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client’s then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none">▪ Initial Sale: Upon receipt of Order.▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

PRICING – OPTIONAL JMSS



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: Mountain View Whisman School District
Client Address: 1400 Montecito Ave., Mountain View, CA 94043
Quote Number: 35996
Quote Type: Optional Supplemental Support

Bill/Ship to: Shelly Hausman
shausman@mwwsd.org
cc AP Contact: shausman@mwwsd.org

Quote Date: 5/6/2025

Subscription Period Start Date:
Date of Contract Execution
Subscription Period End Date:
12 Months from Date of Contract Execution

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> JustFOIA Managed Support Services	1	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>			

SUBTOTAL - RECURRING ANNUAL SERVICES **\$1,386.00**

YEAR 1 ORDER COST **\$1,386.00**

All Quotes Expire 90 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "Solution").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (f) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (g) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or

- (h) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event**"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (i) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (j) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none"><li data-bbox="537 239 992 268">▪ Initial Sale: Upon receipt of Order.<li data-bbox="537 275 1260 304">▪ Annual Renewal: 75 days in advance of expiration date.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

PRICING – OPTIONAL JPASS



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Client Name: Mountain View Whisman School District
Client Address: 1400 Montecito Ave., Mountain View, CA 94043
Quote Number: 35996
Quote Type: Optional Supplemental Support

Bill/Ship to: Shelly Hausman
shausman@mwwsd.org
cc AP Contact: shausman@mwwsd.org

Quote Date: 5/6/2025

Subscription Period Start Date:
Date of Contract Execution
Subscription Period End Date:
12 Months from Date of Contract Execution

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<input checked="" type="checkbox"/> JustFOIA Process Administration Support Services <i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>	1	\$1,701.00	\$1,701.00

SUBTOTAL - RECURRING ANNUAL SERVICES **\$1,701.00**

YEAR 1 ORDER COST **\$1,701.00**

All Quotes Expire 90 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "Solution").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (k) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (l) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (m) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "Bankruptcy Event"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or

- (n) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (o) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none"><li data-bbox="537 239 992 268">▪ Initial Sale: Upon receipt of Order.<li data-bbox="537 275 1260 304">▪ Annual Renewal: 75 days in advance of expiration date.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@justfoia.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the client
 - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by client is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Client tests the connection to validate it is configured and working correctly
- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

JUSTFOIA ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any Intellectual Property right or Acceptable Use Policy, liability is limited to the amount of dollars received by JustFOIA directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

JustFOIA also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and JustFOIA has no liability associated therewith.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition

by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

3.3 COMPANY BACKGROUND

Company overview, including years in business and experience with public sector clients.

JustFOIA, Inc. began as a product built for MCCi's public sector clients, leveraging over 20 years of experience servicing municipal clerks, records managers, and the public sector. In 2014, the JustFOIA Solution was launched to simplify records request management and enhance the user experience. By 2020, JustFOIA evolved into a separate legal entity and sister company to MCCi. As of 2025, JustFOIA has been named a GovTech 100 company and has implemented its solution in over 600 public sector agencies across 46 states, including municipalities, counties, law enforcement agencies, state agencies, special districts, K-12, and higher education institutions. With a 98% client renewal rating, JustFOIA continues to prioritize customer needs and deliver innovative solutions.

References from at least three current or past education or government clients.

Reference # 1	
Client Name	Beverly Hills Unified School District
Client Address	255 South Lasky Drive, Beverly Hills, CA 90212
Contact Person	Sandi Tsosie
Contact Title	Director, Technology Services
Contact Number	310-551-5100
Contact Email Address	stsosie@bhUSD.org
JustFOIA Link	Beverly Hills Unified School District, CA

Reference # 2	
Client Name	Clark County School District, NV
Client Address	5100 W Sahara Ave., Las Vegas, NV 89146
Contact Person	Cindy Smith-Johnson
Contact Title	Document Control Specialist
Contact Number	702-799-5865
Contact Email Address	smithc3@nv.ccsd.net
JustFOIA Link	Clark County School District, NV

Reference # 3	
Client Name	Rocklin Unified School District, CA
Client Address	2615 Sierra Meadows Drive, Rocklin, CA 95677
Contact Person	Alicia Boyd
Contact Title	Technology Systems Administrator
Contact Number	916-672-3600
Contact Email Address	aboyn@rocklinusd.org
JustFOIA Link	Rocklin Unified School District, CA

Reference # 4	
Client Name	Mead School District, WA
Client Address	2323 E Farewell Rd., Mead, WA 99021
Contact Person	Todd Zeidler
Contact Title	Public Information Officer
Contact Number	509-465-6004
Contact Email Address	todd.zeidler@mead354.org
JustFOIA Link	Mead School District, WA

3.4 IMPLEMENTATION TIMELINE

Estimated timeline for implementation, including configuration, testing, training, and go-live.

The average timeline for implementing JustFOIA is 6-8 weeks; however, some are completed in as little as 30 days. We will work with you to develop an implementation plan that fits the needs and schedules of your agency. A sample project plan has been included below:

JustFOIA Implementation 6-8 Weeks Standard Timeline											
Milestone #	Task Name	Resources to Accomplish Task	Est. Time for Completion	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
1	Pre-Implementation Call		8								
1.1	Client Pre-Implementation Call with Project Coordinator (PC)	JF PC & Client	1								
1.2	Configuration Form Submission	JF PC & Client	7								
2	Site Spin-up		13								
2.1.1	Site Spin-up	JF Dev Team	5								
2.1.2	Configuration of initial Admin and Power User security credentials	JF PC	1								
2.1.3	Personalization of Client 's Public Portal	JF PC	1								
2.1.4	Configuration of request forms, necessary request statuses, and workflow task lists	JF PC	4								
2.2	Configuration of Client's JustFOIA Training Center Site	JF PC	2								
3	Implementation Launch	20	11								
3.1	Implementation Launch Meeting	JF PC & Client	1								
3.2	Implementation Build with all contracted components	JF PC	10								
4	Training	20	8								

4.1	Two (2) Remote System Trainings	JF PC & Client	4																
4.2	Workflow Training	JF PC & Client	2																
4.3	Resources Provided to Client for End-User Training (unless purchased)	JF PC	2																
5	Testing																		
5.1.1	Client Testing	Client																	
5.1.2	Client Support Provided during Testing, Making Updates as Necessary	Client & JF PC																	
5	Go-Live		7																
5.1	Last Walkthrough	JF PC	1																
5.2	Clean out Test Data	JF PC	1																
5.3	IT to add URL Link to Client Site	Client IT	2																
5.4	Go-Live Day	JF PC and Client	1																
5.5	Transition Call after Go-Live	JF PC, JF Client Success Specialist, & Client	1																
5.6	Project Close	JF PC	1																

3.5 SUPPORT AND TRAINING

Available support hours and response times.

TEHNIICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 5 a.m. to 5 p.m. Pacific Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources, including the Training center for JustFOIA. Typical response times

CLIENT SUCCESS

Every JustFOIA customer is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone. In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

SUPPLEMENTAL SUPPORT PACKAGES

Each client's annual renewal covers Solution break/fix support, version updates, and continued educational resources, including the Training Center for JustFOIA. JustFOIA offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing custom workflows. JustFOIA's Managed Support Services package is strongly encouraged to be included with every renewal.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

*Current System Modifications includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

**New System Configurations includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

Training resources available (live, recorded, documentation).

We're going to walk with you hand-in-hand throughout your JustFOIA Client Journey, actively supporting and guiding your team as they interact and engage with the Solution – thus, empowering your team to manage the system post-implementation. This journey is not viewed as a one-time transaction but as an ongoing partnership, where we remain committed to client success and satisfaction at every stage.

Delivery Team

Once you have selected your “destination” of JustFOIA, our Delivery Team will guide you through four phases of implementation, ensuring a smooth path to Go-Live:

Phase 1: Pre-Implementation

We think it's important that we get to know each other first – building upon the knowledge gained during the decision-making process to configure the Solution to your specific needs. Your Project Coordinator will gather configuration data and outline expectations for the upcoming implementation phases. During our “Implementation Launch Session,” your assigned Project Coordinator will discuss training, confirm the timeline and key milestone dates, and introduce you to the public-facing side of your JustFOIA site and request form(s).

Phase 2: System Training & Configuration

This phase will consist of two remote/live “System Training Sessions” for Administrators and Power Users, focusing on the practical application of the Solution through a hands-on experience submitting and working with mock requests to create a deep practical understanding of requests and administration settings. Clients are introduced to form configurations, retention options, redaction capabilities, communication tools, and more.

Phase 3: Request Training, Processing & Testing

Administrators and Power Users will be guided through the designed request form workflow, creating a collaborative, problem solving experience that results in a more intimate understanding of the process. As Administrators and Power Users become experts in the Solution, the JustFOIA Delivery Team will collaborate with you to assist in onboarding general users. With numerous resources to onboard and introduce your staff to the Solution including custom training outlines, workflow maps, and guides for long-term reference, JustFOIA empowers you to create an internal training program while reinforcing your own knowledgebase. Following training, a designated testing window reinforces training principles while preparing to launch the JustFOIA Solution to the public. Your assigned Project Coordinator will be on standby to make necessary system modifications.

Phase 4: Launching JustFOIA

Now, the moment we've been waiting for – it's time to Go-Live with JustFOIA! The Delivery Team is invested in your success and will be with you every step of the way. We will remove test data from your JustFOIA site and provide a press kit to spread the word about your efforts to promote transparency. High-level priority is given to inquiries and adjustments during our Hypercare Check-in Service period until you are transitioned to your long-term Client Success and Technical Support Teams.

Client Success

Once you have launched JustFOIA to the public, your journey is only just beginning. Every JustFOIA client is assigned a dedicated Client Success Specialist to ensure they are getting the most out of their investment. Your Client Success Specialist can consult with you to recommend best practices and solutions to common records request issues. We invite clients to participate in periodic user webinars, training opportunities, user communities, and focus groups. Regardless of user type, there is something for everyone. In addition to ensuring your satisfaction with JustFOIA, your Client Success Specialist will recommend resources found in the Training Center for JustFOIA, our complimentary learning management system with unlimited, on-demand access to hundreds of help videos and product documentation.

WHAT'S INCLUDED WITH JustFOIA PRO K-12?

FEATURES & SERVICES	Pro K-12
Security & Compliance	
SOC 2 Certified Organization Partner	✓
Annual Employee Certified CJIS & HIPAA Training	✓
ADA/Section 508 Compliant	✓
CJIS ACE Seal of Compliance	✓
Secure Hosting on Microsoft Azure Government Cloud (FedRAMP Authorized at Level High)	✓
Texas Risk and Authorization Management Program (TX-RAMP) Certified Cloud Product	✓
System Updates	✓
Single Sign-on (SSO)	✓
Data Storage & Users	
Standard Data Storage	3 TB
Unlimited Administrators, Power Users, General Users, & Viewers	✓
Requester Experience	
One (1) Configurable Public Portal for Requesters to Submit & Track Requests	✓
Search Archive to Allow Requesters to Search Previous Requests	✓
Dynamic Form Fields (e.g., conditional fields or messages)	✓
User Experience	
Retention Schedules	✓
Configurable Workflow for User(s)/Department(s) to Work Concurrently	✓
DirectRoute Workflow	+
Notifications, Reminders & Alerts	✓
In-App Internal & External (Requester) Communication Tools	✓
In-App Redaction with Auto-Redaction (Unlimited Users)	✓
Unlimited File Size in Release to Requester	✓
Any & All Document Management with .PST File Extraction, Response Doc Folder Organization, In-App Document Viewer & Batch Auto-Redaction	✓
Time & Materials Tracking	✓
Invoicing Module	✓
Payment Portal for Credit Card Processing	+
Laserfiche Integration for Importing/Exporting Files	+
Reporting Dashboard	✓
Standard & Custom Reports through Advanced Reporting	✓
Training/Onboarding	
Dedicated Project Lead	✓
Live, Remote Administrator & Power User Training	✓
Live, Onsite Administrator & Power User Training	+
Two-Week Hypercare Period after Go-Live	✓
24/7/365 Training Center LMS with Client-Specific & General Trainings & Videos	✓
Client Service & Support	
Live Technical Support from 8 a.m. to 8 p.m. Eastern	✓
Dedicated Client Success Specialist	✓
Monthly Webinars	✓
JustFOIA Administration Assistance Hours	+

✓ Included + Optional

HOW DOES IT WORK?



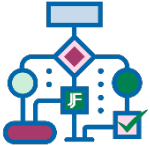
Receive Records Requests through Your Configurable Public Portal

Direct requesters to an online experience to submit and track the status of their requests, search previous requests, pay invoices, and more. Requesters are automatically notified of receipt.



Create Custom Request Forms

Modernize paper forms and emailed PDF requests with as many configurable, web-based forms as you want. Digital forms allow you to quickly collect all the information you need from the start!



Reduce Response Times through Workflow

Streamline your process by automating repetitive tasks and communications through process mapping. Departments and users can be assigned and automatically notified of tasks and due dates. Reminders, escalations, reassignments, and approvals are configurable within each task.



Centralize All Communications - With the Requester and Internal

Create transparency and simplify your communications both internally and externally. Design and automate common communications with templated messages and workflows.



Redact Sensitive Information

Automatically redact documents with one click or manually remove sensitive data. Features include text search, proximity search, redact selected text and/or full page(s). There is no per-user fee, so any user can redact a document if they are permitted by your organization. An exemption log can be automatically generated to accompany each request to explain any redactions.



Estimate & Log Time & Materials

Keep track of the labor, time, and materials costs of fulfilling requests. Configure individual user hourly rates and standard material fees, so invoicing is made simple.



Generate Invoices and Receive Payments

Issue invoices and receive payments inside the Public Portal. Accept all forms of payments including credit cards via our optional, PCI-Compliant Payment Portal, using third-party payment processors.



Import & Organize Response Documents

Easily upload documents from your computer, network or via our optional Laserfiche integration for the requestor to retrieve through your secure JustFOIA Public Portal. Using our optional Any & All Document Management module, extract .PST files and simplify managing hundreds of files.



Analyze Comprehensive Reports

Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- User Activity
- Paused Requests
- Fees Totals
- Time and Materials
- Deleted Requests
- User Task Activity
- Correspondence
- Open Requests
- Request Retention
- Payment Details

WORLD-CLASS, STANDARD SECURITY & COMPLIANCE

JustFOIA is committed to providing a secure platform for our clients that meets or exceeds industry standards. JustFOIA's SOC 2 Type 2 certification, as defined by the American Institute of Certified Public Accountants (AICPA) demonstrates that an external auditing firm has verified the implementation of strict information security and risk management policies and procedures. JustFOIA's CIO is CISSP certified. **All JustFOIA client sites are deployed exclusively on the Azure Government Cloud**, which was built upon the foundational principles of security, privacy and control, compliance, and transparency. JustFOIA is also the only TX-RAMP Certified records request management cloud product.



SOC 2 COMPLIANCE

The official SOC 2 audit report provides a thorough review of processes relating to risk management, including:

- Internal Controls
- IT Infrastructure
- Logical Security
- Environmental Security
- Disaster Recovery Plans
- Access Management Policies
- Software Development Lifecycle
- Network Security
- Computer Operations
- Acceptable Use Policies
- Subservice Due Diligence
- Change Management Procedures
- Physical Security
- Business Continuity
- Corporate Ethics

MICROSOFT AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and designed to handle data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. Azure Government uses physically isolated datacenters and networks (located in U.S. only).

ENCRYPTED DATA

The Solution is a web-based application, and all HTTP communications are secured in transit by TLS 1.2 (aka HTTPS). Your data is encrypted at rest transparently using 256-bit AES encryption, one of the strongest block ciphers available, and is FIPS 140-2 compliant.

WEB APPLICATION FIREWALL

Azure Web Application Firewall (WAF) provides protection of your web applications from common exploits and vulnerabilities. SQL injection and cross-site scripting are among the most common attacks. WAF on Application Gateway is based on Core Rule Set (CRS) 3.1, 3.0, or 2.2.9 from the Open Web Application Security Project (OWASP). With no additional configuration required, the WAF automatically updates to protect against new vulnerabilities.

LAYER 7 LOAD BALANCING & NETWORK SECURITY GROUPS

Load Balancing distributes traffic across multiple servers to improve availability and performance. Azure Application Gateway serves as a web traffic load balancer that directs traffic to web applications. While traditional load balancers operate at the transport layer (OSI layer 4), Azure Application Gateway makes routing decisions based on additional attributes of an HTTP request, such as URI path or host headers. Application layer (OSI layer 7) load balancing gives the JustFOIA team greater control in managing the Solution's infrastructure. As a second layer of protection, Network Security Groups applied will only allow traffic that is explicitly defined as allowed.

MONITORING & PERFORMANCE ANALYSIS

Our monitoring and alerting systems notify our Network Operations Center (NOC) of any issues with availability or performance. Our engineers are available 24/7 to address any cloud infrastructure issues.

P2S = POINT TO SITE VPN

Support & administrative personnel access the Solution's backend infrastructure via secure VPN connections only.

UPDATE MANAGEMENT

Updates for Windows Server OS and SQL Server are managed through Azure Automation Update Management, deploying critical and security updates monthly and classification updates quarterly.

AZURE BACKUP & SITE RECOVERY SERVICES

Azure Backup services provides independent and isolated backups to guard against accidental destruction of original data. Backups are encrypted and stored in a Recovery Services Vault with built-in management of recovery points.

The Solution's Disaster Recovery is built upon Azure Site Recovery (ASR), a native disaster recovery as a service that replicates all Virtual Machine disks (OS and Data for all web, application, and database servers) from the Azure Region hosting your production environment to a geographically disparate Azure Region. Replicas are kept up to date within five (5) minutes.

ONGOING SECURITY INNOVATION

As you can see, we take numerous measures to secure your data. While we're confident in our technology, we recognize that no system can guarantee data security with 100% certainty. For that reason, we will continue to innovate, maintain state of the art security measures, and thoroughly investigate any reported security issues concerning JustFOIA's services or software.

508/ADA COMPLIANCE

As part of our ongoing commitment to providing the easiest-to-use records requests software, we are dedicated to providing a web application that is accessible to the widest possible audience, regardless of technology or ability. As such, we strive to remove barriers that might prevent a person with disabilities from using our products by adhering to the Revised Section 508 Standards published by the United States Access Board.



The WCAG level of compliance is approved by the ADA for websites and provides recommendations for making content accessible. JustFOIA's citizen-facing pages perform at a Level AA (or level two) conformance to these guidelines, including:

- **Text Equivalents:** Alternative text for appropriate images and other non-text elements
- **Full Keyboard Access:** Built so that it can be accessed using a keyboard
- **Site Consistency:** Feature and functions perform the same way every time
- **Site Structure:** Appropriate headings, lists, paragraphs, style sheets, and other format features to enable easy use with assistive technology
- **Links:** Descriptive link titles, unless the link text already fully describes the target

JustFOIA routinely completes a Voluntary Product Accessibility Template (VPAT) and engages with external consultants certified by the International Association of Accessibility Professionals to ensure our Solution conforms with required standards. Our [VPAT Report](#) allows us to provide the data needed for your procurement team to verify that the JustFOIA Solution complies with Section 508 technical requirements.

DEFINITIONS

REDACTION MODULE (INCLUDED)

Our powerful in-App Redaction Module allows you to upload and redact documents automatically with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once applied, redacted areas are burnt into the document and cannot be recovered or removed so only the redacted version can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER (INCLUDED)

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training and certification. This complimentary subscription provides an easy solution new user and refresher training. Benefits include:

- 24/7 access to on-demand JustFOIA training videos, certification courses and other resources
- Reduction in training time and expenses
- Catered learning for all skill levels from Basic Users to System Administrators
- Unlimited access for Client's entire organization
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING (INCLUDED)

The Advanced Reporting module will allow Client to select data points to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Saving created reports
- Ability to export data

ANY & ALL DOCUMENT MANAGEMENT (INCLUDED)

For clients who receive requests for "Any and All" communications, the effort to determine the responsive documents can be overwhelming. Built for clients who need to work with a large number of files, JustFOIA's Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

SINGLE SIGN-ON (SSO) (INCLUDED)

The JustFOIA authentication system enables [Single Sign-On](#) ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for Client's IT organization to maintain security protocols and gives Client better control over managing user access.

The following types of enterprise connections can be made:

- Azure Active Directory
- Active Directory
- ADFS
- Google Workspace (formerly G Suite, formerly Google Apps)
- Open ID Connect
- SAML
- PingFederate
- Duo

PAYMENT PORTAL (NOT INCLUDED)

JustFOIA integrates with Authorize.net, PayPal, NIC, and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal, NIC, or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

LASERFICHE INTEGRATION (NOT INCLUDED)

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to fulfill records requests more quickly and efficiently. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents, sending selected documents to a specific request in the same file format as they are in the repository. As part of your Laserfiche Integration, you can export custom system reports directly into your Laserfiche repository, as well as all parts of a request including communications, response documents, invoices, and a full timeline history of activity on the request. This integration requires each user to have a full Laserfiche license. Please see the [Laserfiche Integration User & Configuration Guide](#).

DIRECTROUTE WORKFLOWS (NOT INCLUDED)

DirectRoute Workflows enhance your organization's efficiency by automating the initial routing of requests. This empowers requestors to pinpoint the exact department responsible for receiving and addressing their submission. This leads to a significant reduction in processing time, a streamlined user experience, and assurance that requests are routed accurately.

Like JustFOIA's standard workflow capabilities, DirectRoute Workflows can include due dates, reminders, escalations, approvals and trigger the dispatch of system and customized emails.

DYNAMIC FORM FIELDS (FUNCTIONALITY INCLUDED, NO CONFIGURATION INCLUDED)

For clients looking for a more advanced form experience, Dynamic Form Fields provide a way to create highly interactive and user-centric request forms. These fields adapt the form's behavior to requestor input and predefined conditions, specifically enhance the requestor experience. Dynamic Form Fields can be especially valuable in complex forms where all fields are not relevant to every requestor. The use of Dynamic Form Fields ensures all data necessary to process a request is collected at the initial submission.

A JustFOIA Dynamic Form Field is defined as a single form field (Dropdown, Checkbox, Text Area, Text Input, Date or Label) that becomes visible and/or required based on form selections or requestor input.

SANDBOX (NOT INCLUDED)

For clients that prefer to test proposed changes before making updates to their live system, JustFOIA offers a Sandbox environment. JustFOIA will provide a sandbox/testing environment based on a snapshot of the configuration and database on the day requests begin being processed via the JustFOIA Public Portal. An update can be requested at any time, for an additional cost.

Required Forms



APPENDIX A CONTRACTOR BACKGROUND INFORMATION

All RFPs must contain this information.

Headquarters Street Address: 3717 Apalachee Parkway Suite 201

City: Tallahassee **State:** Florida **Zip Code:** 32311

Telephone Number: 850-701-0725 **E-mail Address:** salesoperations@justfoia.com

Website Address: https://www.justfoia.com

Name of Vendor: JustFOIA, Inc

Name of Contact Person for this proposal: Chris Di Blasi

3717 Apalachee Parkway Suite 201 **Office Location Address:**

City: Tallahassee **State:** Florida **Zip** 32311

Telephone Number: 850-757-7251

E-mail Address: chrisd@justfoia.com

1. How many years has the company been in business?
JustFOIA, Inc. has been in business since 2014, which makes it 11 years as of 2025. JustFOIA began as a product built for MCCi’s public sector clients, leveraging over 20 years of experience servicing municipal clerks, records managers, and the public sector. In 2014, the JustFOIA Solution was launched to simplify records request management and enhance the user experience. By 2020, JustFOIA evolved into a separate legal entity and sister company to MCCi.
2. Is the company private or publicly traded?
JustFOIA is a privately held company, wholly owned by CPC MCCi Holdings, Inc.
3. The full company name of the Contractor, the state in which the Contractor was organized, the date the Contractor was formed, the entity number assigned to the Contractor by California Secretary of State, if applicable, and the Contractor’s federal taxpayer identification number;
The full legal name of the Contractor is JustFOIA, Inc. The company was organized in the State of Delaware on November 4, 2019. JustFOIA, Inc. is registered with the California Secretary of State under entity number 5299150. The company’s Federal Taxpayer Identification Number is 84-3633099.
4. A description of the Contractor’s organizational structure, any anticipated changes to the Contractor’s business and/or marketing strategies, whether public or non- public, that may impact the Contractor’s ability to provide services in connection with the any or all phases of the Project;
JustFOIA operates under a streamlined organizational structure that includes dedicated teams for Implementation, Client Success, Support, Product Development, and Sales. This structure enables efficient coordination and specialization across all areas of service delivery, ensuring consistent performance throughout every phase of the project. There are no anticipated

changes to JustFOIA's organizational structure, business operations, or marketing strategies—public or non-public—that would impact our ability to deliver services in support of this project. JustFOIA is a stable, privately held company with a focused mission to serve government agencies through secure, scalable, and continuously evolving public records request management solutions. Any material changes, should they arise, would be communicated promptly to ensure transparency and service continuity.

5. A description of any existing business relationships the Contractor, any of its parent and/or affiliate companies have with the Board, Superintendent or any of the school districts or community college districts in Santa Clara County;

JustFOIA does not have any existing business relationships with the Board, Superintendent, or any of the school districts or community college districts in Santa Clara County.

6. A description of any and all claims and judicial or administrative actions filed against the Contractor and/or its parent or affiliate companies in the last five years and the outcome of those claims and actions, including, without limitation, decision adverse to the Contractor and/or its parent or affiliate companies;

JustFOIA does not have any claims, judicial, or administrative actions filed against the company or its parent/affiliate companies in the last five years that resulted in decisions adverse to the organization.

7. A description of any and all disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity (including, without limitation, any court) against the Contractor and/or its parent or affiliate companies and/or any of their respective owners or principals

JustFOIA does not have any disciplinary actions or other actions taken within the last five years by any governmental or regulatory entity against the company, its parent or affiliate companies, or their respective owners or principals.

8. A list and summary of any and all judicial or administrative proceedings involving the Contractor's sourcing activities and ant-trust actions to which the Contractor and/or its parent or affiliate companies have been a party within the last five years.

JustFOIA does not have any judicial or administrative proceedings involving its sourcing activities or antitrust actions to which it or its parent or affiliate companies have been a party within the last five years.

This section intentionally left blank. Continued on the next page.

NON-COLLUSION AFFIDAVIT

(To Be Executed by Vendor and Submitted With RFP)

I, Victor D'Aurio, declare
as follows:

That I am the Chief Operations Officer of JustFOIA, Inc,
the party making the attached RFP; that the attached RFP is not made in the interest of,
or on behalf of, any undisclosed person, partnership, company, association, organization,
or corporation; that the RFP is genuine and not collusive or sham; that the vendor has not
directly or indirectly induced or solicited any other vendor to put in a false or sham RFP, or
that anyone shall refrain from bidding; that the vendor has not in any manner, directly or
indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost
element of the RFP price, or of that of any other vendor, or to secure any advantage
against the public body awarding the contract of anyone interested in the proposed
contract; that all statements contained in the RFP are true; and further, that the vendor
has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or
the contents thereof, or divulged information or data relative thereto, or paid, and will not
pay, any fee to any corporation, partnership, company association, organization, RFP
depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

Executed this 8th day of May, 2025, at

3717 Apalachee Parkway Suite 201
Tallahassee, Fl. 32311 City State

E-SIGNED by Victor D'Aurio
on 2025-05-08 18:57:22 GMT

Authority: Public Contract Code 7106 CCP 2015.5