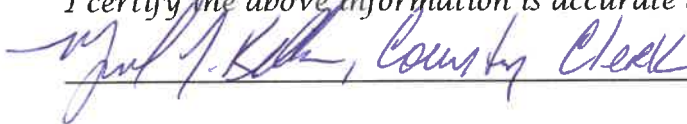


Agenda Summary Report (ASR)

Franklin County Board of Commissioners

DATE SUBMITTED: December 22, 2022	PREPARED BY: Michael Killian, County Clerk
Meeting Date Requested: January 3, 2023	PRESENTED BY: Michael Killian, County Clerk
ITEM: (Select One) <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Brought Before the Board Time needed:	
SUBJECT: Board approval for LegalAtoms for Franklin County Clerk and Franklin County Superior Court.	
FISCAL IMPACT: \$10,800 per year out the Trial Court Improvement Budget 128160 First two months will be a trial period after which the contract can be dissolved without any cost to Franklin County.	
BACKGROUND: House Bill 1320 in the 67 th Legislature has mandated online submission, tracking and service of all Civil Protection Orders (CPO's), this must be in place by January of 2023. The Clerk's Office, Superior Court, Pasco Police and Franklin County Sheriff are all affected by this unfunded mandate.	
RECOMMENDATION: Approve resolution, and sign the LegalAtoms Proposal.	
COORDINATION: Michael Killian, County Clerk, Tiffany Runge, Court Administrator for Benton/Franklin Counties, Kelly Field, District Court Administrator.	
ATTACHMENTS: 1. Resolution 2. LegalAtoms Proposal.	
HANDLING / ROUTING: Auditor Accounting, Kelly Fields, District Court Administrator, Tiffany Runge, Court Administrator for Benton/Franklin Counties Superior Court, Michael Killian County Clerk.	

I certify the above information is accurate and complete.

 Name, Title

FRANKLIN COUNTY RESOLUTION _____

**BEFORE THE BOARD OF COUNTY COMMISSIONERS,
FRANKLIN COUNTY, WASHINGTON**

**AGREEMENT REGARDING LEGAL ATOMS EFFECTIVE THROUGH
DECEMBER 31, 2023**

WHEREAS, House Bill 1320 in the 67th Washington State Legislature has mandated online submission, tracking and service of all Civil Protection Orders (CPO's), this must be in place by January of 2023. The Clerk's Office, Superior Court, Pasco Police and Franklin County Sheriff are all affected by this unfunded mandate

WHEREAS, the term of this agreement will expire December 31, 2023.

WHEREAS, pursuant to R.C.W. 36.01.010 and R.C.W. 36.32.120 the legislative authority of each county is authorized to enter into contracts on behalf of the County and have the care of County property and management of County funds and business; and

WHEREAS, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and desires to enter into this arrangement as being in the best interest of Franklin County;

NOW, THEREFORE, BE IT RESOLVED the Franklin County Board of Commissioners hereby approves the attached Proposal regarding Legal Atoms for Franklin County Superior Court Clerk and Superior Court.

APPROVED this 3rd day of January 2023

**BOARD OF COUNTY COMMISSIONERS
FRANKLIN COUNTY, WASHINGTON**

Chair

Attest:

Chair Pro Tem

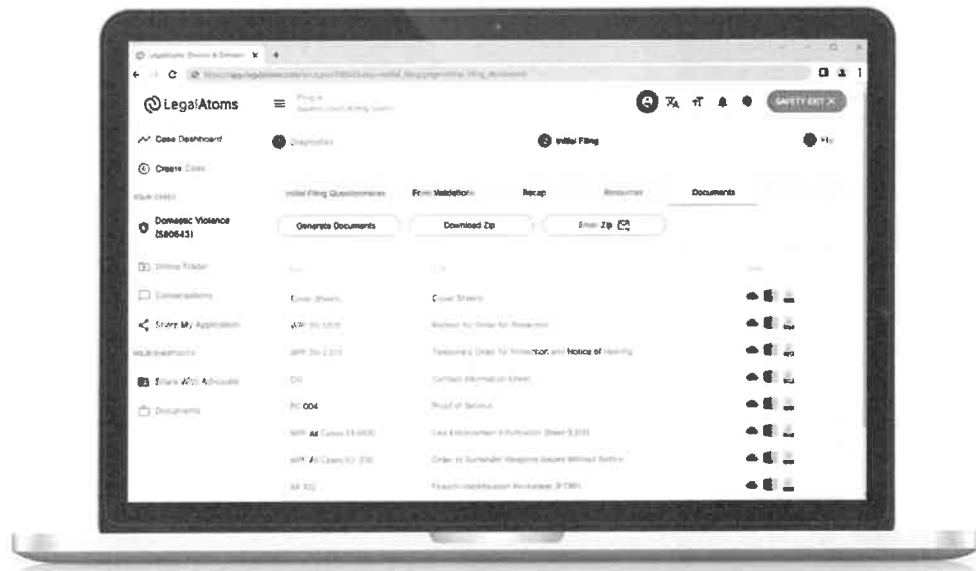
Clerk to the Board

Member

LegalAtoms

Proposal For

Franklin County Superior Court



Dec 2022

LegalAtoms Corporation

Mir Tariq, Raymond Huang

(425) 502.0111

admin@LegalAtoms.com | 1714a NW 62nd St, Seattle Washington 98107

PRICING

Free trial – 2 month.

One time Setup fee (Waived)

Annual subscription - Superior Court (Clerk and Judges) \$10,800

Features Summary - OFFICE OF CLERK AND JUDGES

1. **Subscription to Client Version of Civil Protection Orders:** Clients will have access to complete set of features for the Superior Court for the duration of the contract. This includes
 - a. Antiharassment Protection Order (AHPO)
 - b. Domestic Violence Protection Order (DVPO)
 - c. Extreme Risk Protection Order (ERPO)
 - d. Sexual Assault Protection Order (SAPO)
 - e. Stalking Protection Order (SPO)
 - f. Vulnerable Adult Protection Order (VAPO)
- 2) **Subscription to Professional Version:** The Superior Court team members will have subscription to unlimited capability to professional version for the duration of the contract. This includes:
 - a) Dashboard to view clients and client invitations
 - b) Preparing, editing and electronic filing of client's documents
 - c) Collaboration with clients including providing feedback, messaging, built-in actions to communicate status to the client
 - d) Calendar and appointments

Case Types: Civil Protection Orders:

- Domestic Violence
- Sexual Assault
- Anti-harassment
- Stalking
- Vulnerable Adult
- Extreme Risk

ROLLOUT (Proposed)

Week 1

- Setup DVPO for clients with print and file option only.
- If no changes to AOC version of court forms we can launch in 1 day
- Depending on changes to the standard AOC version of court forms the process can take up to 5 days for changes and verification
- Staff training for online tools over 2-5 zoom calls with written help content for reference

Week 2

- Staff is able to assist online
- Staff is able to accept E-Filings online

Week 3

- Test and incorporate any county specific feedback or important features

Week 4

- Launch the remaining case types

Feature Details

LegalAtoms provides software for both the clients and the court staff aimed at making protection orders more accessible. In a typical flow

- Clients receive a guided online experience in a series of simple and user-friendly questionnaires for preparing their complete filings for protection orders for free.
- Advocates can assist: the clients as they file. For example, advocates can review and provide guidance on what's relevant in the statement, disclosing addresses etc.
- Office of the Clerks can electronically receive when clients file online. Clients always have the option to print a hardcopy and file by walking in
- Send Case to Judicial Officer clerks can send cases to judicial officers electronically
- Judicial Officer to Grant/Deny Temporary Orders: A judge can grant or deny an order
- Schedule Hearings: A judge can grant or deny an order.
- Court Calendar: Share part of the calendar with the public

Note we recognize that court staff within some counties in Washington State may rely on external organizations such as YWCA and NW Justice Project. Therefore, LegalAtoms grant such organizations access as well. Hence LegalAtoms provides this option feature:

- (Optional) Connect clients to external resources: Court staff can provide an approved list of nonprofits, pro bono and legal aid lawyers who their constituents can seek help from. A client can then choose to share their online files with them

Architecture

LegalAtoms is a cloud-based architecture which means that the core is hosted in Amazon Data centers in California and Virginia, and all users interact with the core using applications built on open web standards

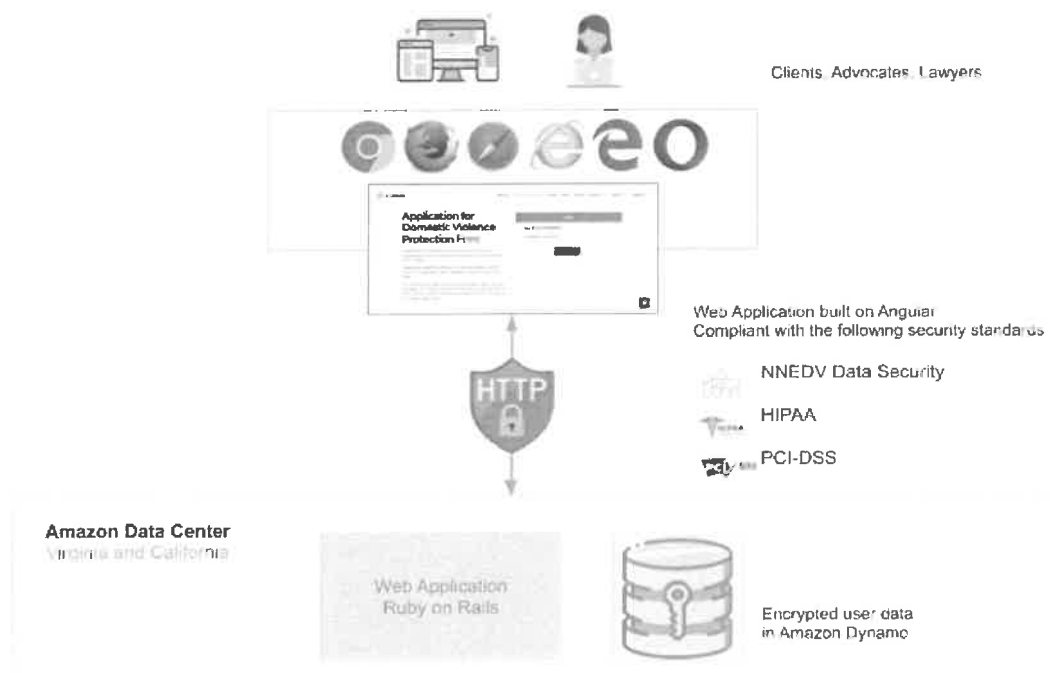


Figure: LegalAtoms Architecture

SECURITY

LegalAtoms implements stringent security standards covering how data is entered, transmitted and then stored in computer servers.

LegalAtoms is run on a secure version of Amazon Web Services called GovCloud

LegalAtoms additionally uses AWS GuardDuty to safeguard against Ransomware

Amazon GuardDuty is a threat detection service that continuously monitors your AWS accounts and workloads for malicious activity and delivers detailed security findings for visibility and remediation. More info: <https://aws.amazon.com/guardduty/>

Security is a key aspect owing to the nature of the data, and situations our users are in.

Our engineers who have access to client data attended training and successfully acquired Criminal Justice Information Services (CJIS) certification

LegalAtoms has been audited for the following standards:

1. National Network to End Domestic Violence's guidelines on Data Security
2. NIST Cyber Security Framework
3. PCI-DSS, the most stringent level of certification available in the payments industry
4. HIPAA

HTTPS and HSTS for secure connections

LegalAtoms forces HTTPS for all services using TLS (SSL), including our public website, dashboards and any APIs.

LegalAtoms.com is served only over TLS

LegalAtoms connects to its dependencies over TLS and verify TLS certificates on each connection

We regularly audit the details of our implementation: the certificates we serve, the certificate authorities we use, and the ciphers we support. We use HSTS to ensure browsers interact with LegalAtoms only over HTTPS.

Encryption of sensitive data and communication

All user data is encrypted with AES-256. Decryption keys are stored on separate machines. None of LegalAtoms' internal servers and or computer processes can obtain unencrypted customer data; instead, they can just request that data be sent to a service provider on a static white-list. LegalAtoms' infrastructure for storing, decrypting, and transmitting customer data runs in separate hosting infrastructure, and doesn't share any credentials with LegalAtoms' primary services (API, website, etc.).

PGP

LegalAtoms has two PGP keys to encrypt your communications with LegalAtoms, or verify signed messages you receive from LegalAtoms. Which key you make use of is dependent on the information needing to be transmitted:

Company Profile

LegalAtoms was founded in 2017 in Seattle WA by former Microsoft and Amazon engineers. The founders were motivated to apply the same software technology to the important societal are of the justice system, which has redefined commerce, travel and banking. About 50-80% of Americans are unable to benefit from the legal system owing to a variety of reasons ranging from economics to inconvenience. We also believe that that justice involved population deserve quality justice tools. Your clients can benefit from LegalAtoms regardless of whether they are in the process of proceedings or already in custody.

LegalAtoms started in the area of family law initially owing to the largest gap in the services sought vs offered. Initially we tackled usability particularly for an average person with no technology or legal background. That helped us gain immediate adoption, and press coverage:

- [King County allowing online protection orders for domestic abuse amid coronavirus crisis](#)
- [Seattle U law students helping domestic violence survivors file protection orders](#)
- [Police, prosecutors and victim advocates worry coronavirus stay-at-home order will cause spike in domestic violence](#)

When we launched LegalAtoms in 2018, we immediately realized that technology at courts to be the biggest catalyst for improving *Access to Justice*. Since then, four Superior and District courts in the Washington State have adopted LegalAtoms, and we were granted special license by the Supreme Court of Utah to launch services. We learnt the important of catering the CMS for every possible user and partner for success. Therefore, we are gradually working to move not just courts but the entire ecosystem that courts operate in -- law enforcement, mediation agencies, prosecutors, interpreters – to a friendly and secure digital platform. In 2021 Okanogan County Sheriffs adopted LegalAtoms for electronically serving protection orders.

LegalAtoms Corporation

Licensing Agreement


Customer: Franklin County	Contact: Michael Killian
Address: 1016 N 4 th AVE B306	Phone: 509 546-3365
Pasco, WA 99301	E-Mail: michael.killian@franklincountywa.gov
Services: <i>LegalAtoms offered services as defined in Exhibits A, B and C hereto</i> the "Services".	
Services Fees: \$10,800 per year, payable in advance, subject to the terms of Section titled "PAYMENT OF FEES" herein.	Initial Service Term: One Year
Service Capacity: Max 30 concurrent users using the system at any given moment. Max 200 Packets Per month	
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. Implementation Fee (one-time): Waived	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 22nd day of December, 2022 (the "Effective Date") between LegalAtoms Corporation with a place of business at 1714A NW 62nd Street, Seattle WA 98107 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

LegalAtoms:

[Customer]:

By: 
 Name: Mir Tariq Dec 22nd 2022
 Title: CEO

By: _____
 Name: _____
 Title: _____

TERMS AND CONDITIONS

SAAS SERVICES AND SUPPORT

Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

RESTRICTIONS AND RESPONSIBILITIES

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable

laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

CONFIDENTIALITY; PROPRIETARY RIGHTS

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software,

applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

PAYMENT OF FEES

Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

TERM AND TERMINATION

Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. [Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement

relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other

understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Washington without regard to its conflict of laws provisions. [The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A

Statement of Work

1. **Subscription to Client Version of Civil Protection Orders:** Clients will have access to complete set of case preparation and filing features includes
 - a. Antiharassment Protection Order (AHPO)
 - b. Domestic Violence Protection Order (DVPO)
 - c. Extreme Risk Protection Order (ERPO)
 - d. Sexual Assault Protection Order (SAPO)
 - e. Stalking Protection Order (SPO)
 - f. Vulnerable Adult Protection Order (VAPO)
2. **Subscription to Professional Version:** The Court's team members will have subscription to unlimited capability to professional version for the duration of the contract. This includes:
 - e) Dashboard to view clients and client invitations
 - f) Preparing, editing and electronic filing of client's documents
 - g) Collaboration with clients including providing feedback, messaging, built-in actions to communicate status to the client
 - h) Judge's ability to Grant/Deny Orders
 - i) Set Hearing and Reminders

EXHIBIT B

Service Level Terms

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT C

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays (“**Support Hours**”).

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.