

CIVIC'S COMMUNITY DEVELOPER PROGRAM TERMS

Welcome to Civic's community developer program (the "Program"). The terms and conditions below govern your participation in the Program (the "Program Terms").

Before you can participate in our Program, please carefully read all of the Program Terms. By submitting an idea to the Community Developer Forum or other materials to us, you acknowledge and agree that you have read all of the Program Terms and you agree to be bound by all of the Program Terms. The Program Terms constitute a legally binding agreement between you and Civic Technologies, Inc. and its subsidiaries and affiliates (collectively, "Civic").

THE PROGRAM -- How the Program Works

- Civic will post a problem/issue (each a "Project") to community.civic.com. Projects may originate from Civic or you. By submitting a proposed Project, you grant Civic the right to post and make publicly available the proposed Project you submitted.
- Each Project will have a unique Github repository, managed by Civic.
- You may develop code in response to a Project, and you may submit such code in response to a Project by submitting a pull request in Github. Each submission of code in response to a Project is called a "Submission".
- Once you have submitted your Submission, Civic may review your Submission.
- If Civic believes your Submission meets the applicable Project specifications and the terms and conditions of the Program Terms, Civic may elect to use your Submission by accepting the applicable pull request. However, Civic will not have the right to use your Submission unless you have agreed to Civic's use terms which outline your grant of certain rights to Civic with respect to your Submission and the payment by Civic to you of fees/bounties/tips (the "Use Terms").
- **Civic reserves the right (but is not obligated absent your agreement to the Use Terms) to pay fees/bounties/tips for any Submission or idea for a Project.**

SUBMISSION GUIDELINES AND REQUIREMENTS

- Your Submission must consist of clean code and it must be a functional and professional product.
- Your Submission must not contain untruthful, incomplete, inaccurate or misleading information.
- Your Submission must be your original creation and be owned 100% by you.
- Your Submission must not (at Civic's discretion) (a) violate any third-party rights, including copyrights, trademark rights, or rights of privacy and publicity, or (b) contain unauthorized third-party trademarks or logos.
- You represent and warrant that (a) your Submission does not violate any applicable law, rule or regulation, (b) the Submission complies with the terms of service provided by UserEcho, LLC ("UserEcho"); and (c) your Submission complies with all requirements of the Program Terms.

OUR RIGHTS TO YOUR SUBMISSION AND OPEN SOURCE

If Civic elects to distribute your Submission to the community (i.e., make it publicly available to all) and you have agreed to the Use Terms:

- Civic will pay you a bounty and you will grant to Civic the rights with respect to your Submission set forth in the Use Terms.
- Civic will provide your Submission to the community pursuant to an open source license selected by Civic at its discretion.

PRIVACY

Please refer to our Privacy Policy (civic.com/privacy-policy) for information about how we collect, use and disclose information about you. Also, please refer to the privacy policy of UserEcho (userecho.com/privacy-policy/) for information about how they collect, use and disclose information about you.

RELEASES

Except where prohibited by law, by participating in the Program, you release Civic from any liability whatsoever, and waive any and all causes of action, related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Program or delivery, acceptance, possession, use of or inability to use the Program (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.

FEEDBACK

All suggestions, comments, ideas, concepts or other feedback provided by you to Civic with respect to Civic, the Program, proposed, current and past Projects and/or the Civic's products and services ("**Feedback**") will be the property of Civic and Civic will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise, and you will not assert against Civic (or any of its affiliates, subsidiaries, assigns, officers, directors, agents or employees) any claim based on plagiarism, infringement, confidential relationship, implied contract, unfair competition or otherwise arising out of any use of the Feedback. All Feedback is deemed the confidential information of Civic.

GENERAL

The Program and the Program Terms are governed, construed and interpreted under the laws of the State of California (excluding conflicts of law) and any claims relating to the Program Terms must be litigated in state or federal courts of San Francisco County, California. The Program is subject to all applicable federal, state and local laws and is void where prohibited. Any provision of the Program Terms deemed unenforceable will be enforced to the maximum extent permissible, and the remainder of the Program Terms will remain in effect. Civic will not be responsible for late, lost, illegible, incomplete, damaged or misdirected Submissions and accepts no responsibility for any injury, loss or damage of any kind resulting from your participation in the Program. Civic reserves the right to amend the Program Terms or to terminate the Program. The terms and conditions of the Program Terms supersede any prior or contemporaneous agreement with respect to the Program. Failure to enforce any aspect of the Program Terms is not a waiver to do so later. Civic reserves all rights not expressly granted in the Program Terms, and no licenses or rights are granted to you, whether by implication, estoppel or otherwise, except for the licenses and rights expressly granted to you.

You will defend and indemnify Civic, its officers, directors, and employees from any claims and liabilities ("**Claims**") relating to or arising from any actual or alleged breach of any of the Program Terms, your proposed Projects, or your Submissions. Civic will have the right to approve any counsel retained to defend against any Claim, Civic will have the right to control and participate in the defense of any such Claim concerning matters that relate to Civic, and you will not settle or compromise any such Claim without Civic's written consent. If, in Civic's reasonable judgment, a conflict exists between the interests of Civic and you in such a Claim or you fail to promptly defend a Claim, Civic may retain its own counsel whose reasonable fees will be paid by you.

THE PROGRAM IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. CIVIC DISCLAIMS (A) ALL LIABILITY WITH RESPECT TO THIRD PARTY SITES, ACTIONS, OMISSIONS AND TERMS, AND (B) WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE PROGRAM.

For a copy of the Program Terms, please send a written request with a self-addressed, business-size return envelope to: Civic Technologies, Inc., 703 Market St., San Francisco, CA 94103.