

Office of BroadbandOhio

BroadbandOhio

717 East 17th Avenue
Columbus, OH 43215
United States

Peter Voderberg

peter.voderberg@development.ohio.gov

614.387.2114

Reference: 20231018-125851464

Quote created: October 18, 2023

Quote expires: October 28, 2023

**Ready.net**

2261 Market Street

#4198

San Francisco, CA 94114

United States

Craig Corbin

Director - Public Sector Partnerships

craig@ready.net

This Enterprise SaaS Subscription Agreement (this “**Agreement**”) is entered into by and between the customer identified in the signature block below (“**Customer**”) and Ready.Net, Inc. (“**Company**”) (Customer and Company each, a “**party**” and collectively, the “**parties**”), effective as of (“**Effective Date**”), and sets forth the terms and conditions under which Customer may subscribe to certain products and services of Company as set forth in one or more order forms or other ordering documents executed by the parties that reference this Agreement (each, an “**Order Form**”). For clarity, except for the Privacy Policy (as defined in Section 12), no online terms and conditions that apply to the Company Services (as defined in Section 1.1) shall modify the terms of this Agreement, and any such online terms and conditions are of no force or effect.

The initial Order Form is attached hereto as Exhibit B (“**Order Form #1**”). For additional products and services, the parties may complete and execute additional Order Forms; when executed by both parties, such Order Forms will be subject to the terms of this Agreement and will form a new and separate agreement between the parties.

Accepted and agreed to as of the Effective Date by the authorized representative of each party

1. COMPANY PRODUCTS AND SERVICES

- **1.1 Provision of Products and Services.** Subject to the terms and conditions of this Agreement, Company will provide Customer with the online software-as-a-service products and services on a subscription basis for the Subscription Term (defined below), and such other products and services, as set forth on an applicable Order Form (collectively, “Company Product(s)”). Company Products include Company Software (as defined in Section 1.2) and Broadband Project Data (as defined in Section 1.3). Each Order Form will be incorporated into, and is fully governed by, this Agreement upon execution of the Order Form by both parties. In the event of any conflict or inconsistency between this Agreement and an Order Form, this Agreement shall control.
- **1.2 Access to Products.** Customer may access and use Company Products on a non-exclusive and nontransferable basis, solely for its internal business purposes, and only in accordance with the terms and conditions of this Agreement, the applicable Order Form, and any end user technical documentation provided by Company for such Company Products (“**Documentation**”). To the extent Company provides Customer with any downloadable software, agents, SDKs, APIs, or other code in connection with the Company Products (“**Company Software**”), Company grants to Customer a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Company Software during the applicable Subscription Term solely as reasonably necessary for Customer’s use of the Company Products in accordance with this Agreement. For clarity, except for Company Software, Company’s software products are provided on a remote, software-as-a-service basis only.
- **1.3 License to Broadband Project Data.** The Company Products may enable Customer to download and/or export (collectively, “Export”) certain de-identified data relating to third-party broadband projects (“Broadband Project Data”). Notwithstanding anything to the contrary herein, to the extent Company provides Customer the ability to Export any Broadband Project Data, Company grants to Customer a limited, personal, non-exclusive, non-sublicensable, and non-transferable (except as permitted under Section 13.1) license solely to (a) use such Broadband Project Data to create reports, analyses, interpretations, and statistics based on such Broadband Project Data (collectively, “Reports”) and (b) provide such Broadband Project Data to Customer’s authorized consultants to create Reports on Customer’s behalf, provided that in each case of (a) and (b), such Reports contain Broadband Project Data in anonymous, aggregated form only and do not display or otherwise make available the Broadband Project Data in raw or unmodified form.
- **1.4 Permitted Users.** Customer may permit its employees, agents, independent contractors and consultants to use the Company Products on its behalf (“**Permitted Users**”), provided Customer remains responsible for the acts and omissions of each such Permitted User. Use of the Company Products by Customer in the aggregate must be within the restrictions set forth in the applicable Order Form (if any). If Customer is given passwords to access Company Products on Company’s systems, Customer shall require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer shall be responsible for any and all actions taken using Customer’s accounts and passwords.
- **1.5 Use by Affiliates.** Each of Customer’s Affiliates (defined below) identified on an Order Form will be entitled to access and use the applicable Company Products in accordance with this Agreement and the applicable Order Form; provided that Customer shall remain responsible to Company for the actions and omissions of each such Affiliate (and each of such Affiliate’s Permitted Users). The terms of this Agreement will govern, and will be incorporated by reference in, each such Order Form as if this Agreement were separately executed by the applicable Customer Affiliate, and the term “Customer” as used in this Agreement will be deemed as applying to such Customer Affiliate for the

purposes of such Order Form. “**Affiliate**” means an entity that, directly or indirectly, controls, is controlled by, or is under common control

- **1.6 General Restrictions.** Customer shall not, and shall not allow any third party (including any Permitted User) to: (a) sell, rent, lease or use any Company Product for time sharing purposes; (b) use any Company Product to help develop, or help provide to any third party, any product or service similar to or competitive with any Company Product; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of any Company Product; (d) copy, modify or create derivative works from any Company Product or any Documentation; (e) remove or obscure any copyright or proprietary or other notice contained in any Company Product or Documentation; (f) propagate any virus, Trojan horse, or other malware or programming routine intended to damage any system or data; (g) access or use any Company Products in a manner intended to circumvent or exceed service account limitations or requirements; (h) use any Company Products in a manner that violates any applicable law, regulation, or legal requirement or obligation; (i) use any Company Products in violation of any thirdparty rights of privacy or intellectual property rights; (j) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark any Company Products; (k) post, upload, transmit or provide any Customer Data that Company reasonably deems to be unlawful, harmful, abusive or otherwise objectionable; or (l) use the Company Products except as expressly permitted by this Agreement.
- **1.7 Service Level Agreement.** Company will make commercially reasonable efforts to provide the Company Products in accordance with the availability, service credit, and other terms set forth in Exhibit A (“**Service Level Agreement**”).

2. CUSTOMER OBLIGATIONS; CUSTOMER DATA

- **2.1 Generally, “Customer Data”** means information, data, and other content, in any form or medium, that is downloaded, or otherwise received, directly or indirectly (including via a third-party provider), from Customer (including from a Permitted User on Customer’s behalf) by or through the Company Products, or provided by Customer to Company to input into the Company Products. Customer represents and warrants to Company that Customer’s use of Company Products and all Customer Data is and will be at all times compliant with Customer’s privacy policies and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy, international communications, and the exportation of technical or personal data (including Personal Data (as defined in the DPA)). Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to Company that Customer has sufficient rights in the Customer Data to grant the rights granted to Company in Section 2.2 below and that the Customer Data does not infringe or otherwise violate the rights of any third party.
- **2.2 Rights in Customer Data.** As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data. Customer hereby grants to Company a non-exclusive, worldwide, irrevocable, transferable, sublicensable (through multiple tiers), fully paid-up, royalty-free right and license to use, copy store, transmit, modify, and display the Customer Data in order to: (a) provide the Company Products to Customer; and (b) perform such other actions as authorized or instructed by Customer in writing (email to suffice).
- **2.3 De-identified Data.** Company may create and use de-identified data related to Customer’s use of the Company Products in order to improve Company’s products and services, to develop new products and services, and for its other business purposes (and such de-identified data will be owned by Company)
- **2.4 Third Party Application Service Providers.** Customer may be able to access and use certain optional third-party services or products (e.g., a third-party service that integrates with Company via opt-in, or uses Company’s APIs) through or with its use of the Company Products (“**Third-Party Services**”). Customer is under no obligation to use any Third-Party Services. IF CUSTOMER USES ANY THIRD-PARTY SERVICES, COMPANY WILL NOT BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PROVIDER OF SUCH THIRD-PARTY SERVICES. COMPANY DOES NOT WARRANT OR PROVIDE DIRECT SUPPORT FOR ANY THIRD-PARTY SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE ACTS OR OMISSIONS OF ANY PERMITTED USERS IN CONNECTION WITH ANY THIRD-PARTY SERVICES.

3. OWNERSHIP

- **3.1 Ownership.** Customer acknowledges that no intellectual property rights are assigned or transferred to Customer hereunder. Customer is obtaining only a limited right to access and use the Company Products set forth on the applicable Order Form. Customer agrees that Company or its suppliers own and retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to (a) the Company Products,

Documentation, and any and all related and underlying technology, documentation, and other information and (b) any intellectual property it develops hereunder, and any derivatives thereof (individually and collectively, “**Company Technology**”).

- **3.2 Feedback.** In the event Customer provides Company with any suggestions, ideas, improvements or other feedback with respect to any aspect of the Company Products (“**Feedback**”), Company shall own such Feedback.

4. SUBSCRIPTION TERM, FEES AND PAYMENT

- **4.1 Subscription Term and Renewals.** Unless otherwise terminated as set forth below, each Order Form will have a term as set forth therein (the “Initial Term”). Thereafter, each Order Form will automatically renew for successive renewal terms of equal length to the Initial Term (each, a “Renewal Term,” and together with the Initial Term, the “Subscription Term”), unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Subscription Term. If no term is stated on an Order Form, the Subscription Term for such Order Form is one (1) year.
- **4.2 Fees and Payment.** All fees are as set forth in the applicable Order Form and shall be paid by Customer within thirty (30) days of Customer’s receipt of Company’s invoice, unless otherwise specified in the applicable Order Form. Except as otherwise set forth in the applicable Order Form, all fees are due and payable in advance at the start of the applicable Subscription Term (and each renewal term). Except as expressly set forth in Section 6 or 8, all fees are non-refundable. Customer is required to pay any sales, use, value-added withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Company. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less (plus the costs of collection).
- **4.3 Suspension of Service.** If Customer's account is ten (10) days or more overdue, in addition to any of its other rights or remedies, Company reserves the right to suspend Customer’s access to the applicable Company Product without liability to Customer until such amounts are paid in full.

5. TERM AND TERMINATION

- **5.1 Term.** This Agreement is effective as of the Effective Date and will continue in effect until terminated as set forth below.
- **5.2 Termination.** Either party may terminate this Agreement with at least five (5) days’ prior written notice if there are no Order Forms then in effect. In addition, either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate and email notice is sufficient in the case of non-payment); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). For clarity, termination of this Agreement will automatically terminate all Order Forms.
- **5.3 Effect of Termination.** Upon the expiration or termination of this Agreement, (a) Customer shall immediately cease any and all use of and access to Company Products (including any and all related Company Technology) and (b) each party will return to the other party (or destroy) such other party’s Confidential Information. Except as otherwise set forth herein, termination of this Agreement is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.
- **5.4 Customer Data.** At any time before or within thirty (30) days after termination or expiration of this Agreement, Customer may download Customer Data from the Company Products. Customer acknowledges that if Customer or a Permitted User deletes Customer Data from the Company Products, such Customer Data may still reside in Company’s systems, applications, databases and servers (including, without limitation, as backups and/or archives). Customer acknowledges that the foregoing actions during any Subscription Term may have an adverse impact on Customer’s use of the Company Products (and Company is not liable with respect thereto).
- **Survival.** The following Sections shall survive any expiration or termination of this Agreement: 1.5, 2, 3, 4.2, 5, 6.2, 7, 8, 9, 11, and 13.

6. LIMITED WARRANTY; DISCLAIMER

- **6.1 Limited Warranty.** Company warrants that it will provide the Company Products in substantial conformity with the applicable Documentation and the descriptions in the Order Form. Company's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Company's sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Company determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy and Company's entire liability, a refund of any fees Customer has pre-paid for use of Company Products or related services it has not received as of the date of the warranty claim. The limited warranty set forth in this Section 6.1 shall not apply: (a) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (b) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (c) to Company Products provided on a no-charge or evaluation basis.
- **6.2 Warranty Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, COMPANY PRODUCTS AND ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS SUPPLIERS EACH EXPRESSLY DISCLAIM ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

- EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION) (WHICH IN THE CASE OF COMPANY'S OBLIGATIONS SHALL BE LIMITED IN THE AGGREGATE TO ONE MILLION DOLLARS (\$1,000,000)), OBLIGATIONS UNDER SECTION 9 (CONFIDENTIAL INFORMATION), GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT: (A) NEITHER PARTY SHALL BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, AND ANTICIPATED SAVINGS OR DATA, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; AND (B) EACH PARTY'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER TO COMPANY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO WHEN THE CLAIM AROSE.

8. INDEMNIFICATION

- **8.1 Indemnification by Company.** Company shall indemnify, defend, and hold harmless Customer from and against any claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising from the infringement of a U.S. patent, copyright, trademark, or other intellectual property right asserted against Customer by a third party based upon Customer's use of Company Products in accordance with the terms of this Agreement, provided that Company shall have received from Customer: (a) prompt written notice of such claim (but in any event notice in sufficient time for Company to respond without prejudice); (b) the exclusive right to control and direct the investigation, defense, or settlement (if applicable) of such claim (as long as such settlement releases Customer from any and all liability); and (c) all reasonable necessary cooperation of Customer. If Customer's use of any Company Product is, or in Company's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Company may, in its sole and reasonable discretion: (x) substitute substantially functionally similar products or services; (y) procure for Customer the right to continue using Company Products; or if (x) and (y) are commercially impracticable, (z) terminate the Agreement and refund to Customer any unused, prepaid fees paid by Customer for the terminated period. The foregoing indemnification obligation of Company shall not apply to the extent that the alleged infringement arises from: (1) any modification of the Company Products other than by or on behalf of Company; (2) access to or use of any Company Product in combination with any hardware, system, software, network, or other products, materials or services not provided by or on behalf of Company (3) use of Company Products in breach of this Agreement; or (4) Customer Data. THIS SECTION 8.1 SETS FORTH COMPANY'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

9. Confidential Information

- **9.1 Definition.** “**Confidential Information**” means information disclosed by one party to the other that is marked as confidential or proprietary or that ought reasonably to be understood as confidential or proprietary. All Company Technology, performance information relating to the Company Products, and the terms and conditions of this Agreement (including the fees and pricing information) shall be deemed Confidential Information of Company without any marking or further designation. Confidential Information does not include Customer Data, nor does it include information that the recipient already lawfully knew, that becomes public through no fault of the recipient, that was independently developed by the recipient without any reference to or use of Confidential Information, or that was rightfully obtained by the recipient from a third party.
- **9.2 Obligations.** The recipient agrees not to disclose Confidential Information except to its Affiliates, employees, contractors and agents who need to know it and have agreed in writing to keep it confidential. Only those parties may use the Confidential Information, and only to exercise the recipient’s rights and fulfill its obligations under this Agreement, while using at least a reasonable degree of care to protect it. The recipient may also disclose Confidential Information to the extent required by law after providing reasonable notice to the discloser and cooperating to obtain confidential treatment. Unauthorized disclosure of Confidential Information may cause harm not compensable by damages, and the disclosing party may seek injunctive relief in a court of competent jurisdiction, without posting a bond, to protect its Confidential Information. Notwithstanding the foregoing, Company acknowledges the Customer is subject to the Ohio Public Records Act and may be required to disclose certain information, the disclosure of which is acknowledged to be appropriate by Company.

10. Security

- Company shall use reasonable physical, technical, and administrative procedures designed to protect, safeguard and help prevent loss, misuse, and unauthorized access, disclosure, alteration or destruction of Customer Data, and Company will choose these safeguards based on the sensitivity of the information that is collected, processed, and stored and the current state of applicable technology.

11. Publicity

- Except as otherwise agreed in writing (email to suffice), neither party may use the other party’s name, logos or marks without such party’s written pre-approval in each case; provided that Company may use Customer’s name and logo on Company’s web site and in Company promotional materials to identify Customer as an Company customer.

12. Data Processing

- To the extent that Company processes any data which is defined as “personal data,” “personal information,” or “sensitive data” in the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”) or the California Consumer Privacy Act of 2018, as amended (“**CCPA**”) (“**Personal Data**”), Company shall do so in compliance with its privacy policy at broadband.money/privacy (the “**Privacy Policy**”), which is incorporated herein by reference. If the Personal Data that Company processes relates to individuals who are data subjects entitled to the rights granted under GDPR, Customer agrees that Company does so as a data processor as defined in GDPR. If the Personal Data that Company processes relates to individuals who are California residents, and Customer is subject to CCPA, Customer agrees that Company does so as a service provider as defined in CCPA. The parties agree to comply with the provisions of any Data Processing Addendum (DPA) between them. In the event of any conflict between Company’s privacy policy and a DPA, the DPA shall govern.

13. General Terms

- **13.1 Assignment.** This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns. Neither party may assign this Agreement except upon the advance written consent of the other party, except that either party may assign this Agreement without such consent in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party’s assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13.1 will be null and void.
- **13.2 Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade,

war, act of terrorism, riot, natural disaster, or failure or diminishment of power or telecommunications or data networks or services.

- **13.3 Subcontractors.** Company may use the services of subcontractors for performance of services under this Agreement, provided that Company remains responsible for such subcontractors' compliance with the terms of this Agreement.
- **13.4 Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- **13.5 Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.
- **13.6 Notice.** Any notice or communication required or permitted under this Agreement shall be in writing to the parties at the addresses set forth as first listed above or at such other address as may be given in writing by either party to the other in accordance with this Section and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch or (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail. In addition, any legal notices to Company must be delivered to the following email address: mike@ready.net but, notwithstanding earlier receipt via email, legal notices will be deemed received when the physical notice is received as set forth in the preceding sentence.
- **13.7 Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. Purchase orders (and similar documents) issued by Customer are for administrative purposes only (e.g. setting forth products and services ordered and associated fees) and any additional or different terms or conditions contained in any such order shall not apply (even if the order is accepted, or performed on by Company).
- **13.8 No Third Party Rights.** There are no third party beneficiaries to this Agreement.
- **13.9 Export Compliance.** Each party shall comply with all applicable export and re-export control and trade and economic sanctions laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations maintained by the U.S. State Department. Neither party, nor any of its subsidiaries or any person acting on its behalf or owning 50% or more of its equity securities or other equivalent voting interests, is (a) a person on the List of Specially Designated Nationals and Blocked Persons or any other list of sanctioned persons administered by OFAC or any other governmental entity, or (b) a national or resident of, or a segment of the government of, any country or territory for which the United States has embargoed goods or imposed trade sanctions.
- **13.10 Entire Agreement.** This Agreement, including all executed Order Forms, is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and communications, relating to the subject matter of this Agreement. This Agreement may be executed electronically and in counterparts (such as via DocuSign), which counterparts taken together shall form one legal instrument. Any pre-printed terms in a Customer purchase order or similar document are null and void.

EXHIBIT A

Service Level Agreement

The following Service Level Agreement, which is incorporated into and forms part of the Enterprise Subscription Agreement between Company and Customer (the "Agreement"), will apply to the Company Products specified in an Order Form during the applicable Subscription Term:

1. **Uptime Commitment.** Company will provide Actual Availability for at least ninety-nine and nine tenths percent (99.9%) of the total time in each calendar month during the Subscription Term, as measured by Company (the "Uptime Commitment").

2. Service Credits. If the Uptime Commitment is not met during any particular calendar month during the Subscription Term, then Customer will be eligible for a service credit ("**Service Credit**"), provided that Customer reports to Company such failure to meet the Uptime Commitment and requests such Service Credit in accordance with this Exhibit. The amount of any Service Credit due hereunder shall be calculated as follows: $X * Y$, where X = the total fees due from Customer to Company for the affected Company Products for the relevant calendar month (regardless of when billed or payable), and Y = the Credit Percentage corresponding with the Actual Availability provided (as a percentage of total time) for the relevant calendar month, as set forth in the table below.

Actual Availability	Credit Percentage
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0% but greater than or equal to 98.0%	15%
Less than 98.0% but greater than or equal to 96.0%	20%
Less than 96.0%	30%

3. Credit Requests and Payment. To request a Service Credit, Customer must send an email to Company at accounting@ready.net within thirty (30) days of the end of the month in which the Uptime Commitment was not met. Customer must include either its account ID or registered email address, and the previously reported dates and times that there was no Service Availability. If Company confirms that Customer is eligible for a Service Credit, Company will issue a credit to Customer's account within thirty (30) days. Service Credits are not refunds, cannot be exchanged into a cash amount, and may only be used against future billing charges. Except as set forth in Section 4 below, the Service Credits shall be Customer's sole and exclusive remedy, and Company's sole and exclusive liability, for any failure by Company to meet the Uptime Commitment.

4. Definitions. All capitalized words used but not defined in this Service Level Agreement have the meaning set forth in the Agreement.

- 4.1 "**Scheduled Availability**" means the time, in minutes, that the applicable Company Products are generally accessible and available to Customer's Permitted Users.
- 4.2 "**Unscheduled Downtime**" means the time, in minutes, that the applicable Company Products are not generally accessible and available to Customer's Permitted Users, excluding inaccessibility or unavailability due to Customer's or Permitted Users' acts or omissions, force majeure events, scheduled maintenance disclosed with at least 24 hours' notice by email, hacking or virus attacks, or reasonable emergency maintenance.
- 4.3 "**Actual Availability**" means Scheduled Availability less Unscheduled Downtime.

EXHIBIT B

ORDER NO. 15690144814

This Order Form No. (this "**Order Form**") is entered into effective as of ("**Order Form Effective Date**") between Ready.Net, Inc. ("**Company**") and ("**Customer**"), and is entered into under and forms part of the Enterprise SaaS Subscription Agreement between Company and Customer dated. , (the "**Agreement**"). Capitalized terms not defined in this Order Form have the meanings given in the Agreement. The parties agree as follows:

Total	\$330,000.00
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BEAD Challenge Process Coordinator Carahsoft	READY-CPCSFT	1 Annually	\$220,000.00 / year for 1 year
Performance Test & Survey Kit - Carahsoft	READY-PTSSFT	1 Annually	\$110,000.00 / year for 1 year
SUBTOTALS			
Annual subtotal			\$330,000.00
		Total	\$330,000.00

1. Services; Fees

Company will provide Customer with its online Ready BOSS Funding software-as-a-service product on a subscription basis for the Subscription Term (defined below) in connection with Customer’s submission of grant fund applications. The fees are as follows:

Monthly Fee Description	Fee Amount (in USD)
Public Sector - SBO	\$330,000.00

Customer will pay the fees in accordance with the Agreement. Billing begins on Order Form Effective Date. Payment of these fees will survive the termination or expiration of this Order and/or the Agreement.

2. Subscription Term

This Order Form shall commence and continue in effect during the Initial Service Term identified above, unless earlier terminated in accordance with the Agreement (the “Subscription Term”).

3. Additional Terms

This Order Form and the Agreement are the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties, written or oral, with respect to the same. No waiver, alteration or modification of the provisions of this Order Form will be valid unless made in a writing, which refers explicitly to this Order Form and is signed by an authorized representative of each party. Any pre-printed forms, purchase orders, invoices or acknowledgements issued by Customer are for convenience only, and any terms and conditions stated therein shall have no force or effect.

Signature

Michael Faloon

Signature

Michael Faloon, COO

Printed name

10/20/2023

Date

Countersignature

Countersignature

Date

Printed name