



SIMPLIGOV PLATFORM MASTER SUBSCRIPTION TERMS & CONDITIONS

The SimpliGov Automation Platform and its related services (“SimpliGov Automation Platform Services”) is owned or controlled by SimpliGov, LLC, a Delaware limited liability company, with its principal place of business located at 1724 10th Street, Suite 115, Sacramento, CA 95811 (“SimpliGov”). By executing a written order for license of the SimpliGov Automation Platform Services, or by engaging SimpliGov to provide Professional Services (as defined below and, together with the SimpliGov Automation Platform Services, the “Services”), you (as the “Client,” “you” or “your”) agree to be bound by these SimpliGov Automation Platform and Professional Services Terms & Conditions (these “Terms”). Each of SimpliGov and Client may be referred to individually as a “Party” and collectively as the “Parties.”

These Terms affect your legal rights and obligations. If you do not agree to be bound by all of the terms and conditions contained herein, do not access or use any of the Services. If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms, and, in such event, “Client,” “you” and “your” will refer to that company or other legal entity.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions.

1. SCOPE

1.1 Statement of Work. Services terms, including, without limitation, the subscription term for the SimpliGov Automation Platform Services (“Subscription Term”) and all Services fees, shall be set forth in one or more statements of work, order forms, or a combination thereof, as provided by SimpliGov and executed by the Parties (each, as applicable, the “Provisioning Document”). The Parties may, from time to time upon mutual written agreement, amend existing Provisioning Documents, or enter into new Provisioning Documents in a form provided by SimpliGov. Each Provisioning Document, upon execution by both Parties, will become a part of and subject to these Terms.

1.2 Users. SimpliGov will issue login credentials to those individuals designated by Client as its “initial super admin users” who may create additional login credentials for their designated users (each a “User”), and Client shall cause all Users to comply with these Terms. Client shall be responsible for provisioning of super admin users after initial

provisioning. Client shall be solely responsible for all activity that occurs through its User accounts. If Client becomes aware of any unauthorized use of a User account, or any other security incident or breach, Client shall notify SimpliGov by contacting Support at support@simpligov.com within 3 business days, and Client will reasonably cooperate with SimpliGov in any investigation and remediation thereof. SimpliGov may suspend and/or terminate Client's or any of its Users' access to the Services if: (i) it suspects that a User has violated these Terms; or (i) SimpliGov otherwise deems it reasonably necessary to preserve the integrity of the Services, Technology, or the SimpliGov Content. SimpliGov will endeavor to provide Client with advance notice. However, there may be time sensitive situations where SimpliGov may need to take immediate action without notice. SimpliGov will not be liable to the Client for any damages caused by suspending or terminating the Client's Services.

2. LICENSE

a. Subject to Client's full and ongoing compliance with the terms and conditions set forth in these Terms, including payment of all applicable fees as and when due, SimpliGov grants to Client a limited, non-exclusive, revocable, non-transferable, non-sublicensable right, during the Subscription Term to enable Client's Users to access and use the SimpliGov Automation Platform Services, in object code only, as made available through SimpliGov's website and mobile/tablet applications (or via any other platform access point designated by SimpliGov) ("SimpliGov Site"), solely and exclusively for Client's internal business purposes, and upon these Terms and in any applicable documentation made available by SimpliGov to Client ("License"). Subject to the limited License set forth in this Section 2, SimpliGov and its licensors reserve all right, title and interest in and to the Services, the SimpliGov Site, the Technology, and the SimpliGov Content, including, without limitation, all related intellectual property rights and other assets and properties of SimpliGov and its licensors, and any and all derivative works and moral rights thereto (collectively, "SimpliGov Materials"). "Technology" means all analytical, predictive, and optimization models, algorithms, and similar systems and software used in the operation, management or maintenance of the SimpliGov Automation Platform Services or the SimpliGov Site, and all other software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, files, drivers, patches, inventions, and other tangible or intangible technical material or information owned or controlled by SimpliGov. "SimpliGov Content" means any information or materials provided or made available to the Client in the course of using the SimpliGov Site and SimpliGov Automation Platform



Services, including, without limitation, all written or electronic data, information, reports, files, templates, and documents.

3. CLIENT RESPONSIBILITIES; RESTRICTIONS ON USE

3.1 Client Responsibilities. Client shall: (i) obtain and maintain all equipment and any ancillary services needed to connect to, access or otherwise use the Services and ensure that its equipment meets the minimum system guidelines set forth in the applicable documentation; (ii) provide SimpliGov with sufficient access to its systems, including through the Client's application programming interface ("Client APIs"), for the purpose of integrating the SimpliGov Automation Platform Services and exchanging data between the SimpliGov Automation Platform Services and the Client system as necessary to provide the Services for and on behalf of Client; (iii) have sole responsibility for the accuracy, quality, integrity, reliability, legality, and appropriateness of all Client Content provided to SimpliGov hereunder, and (iv) agree to abide by SimpliGov's Fair Use Policy outlined below

3.2 Restrictions on Use. Client and User shall use the Services solely as contemplated by these Terms and all applicable documentation, and shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make the SimpliGov Automation Platform Services, any SimpliGov Content, or the Technology available to any non-User third party; (ii) copy, modify or make derivative works based upon the SimpliGov Automation Platform Services, Technology or the SimpliGov Content; (iii) "frame" or "mirror" or otherwise embed or incorporate any of the SimpliGov Automation Platform Services or any SimpliGov Content in any Client or third party system or service; (iv) directly or indirectly, modify, decompile, cross compile, disassemble, reverse engineer, or use any other means to decode the Technology or attempt to derive the source code of the Technology; (v) access the Services to build a competitive product or service, reproduce features of the Services; or (vi) attempt to do any of the foregoing or assist or acquiesce to any third party doing or attempting to do any of the foregoing. Further, Client shall not use the SimpliGov Automation Platform Services to: (a) submit, store, distribute or transmit any material or information that may be considered unlawful, harmful, immoral, libelous, tortuous, infringing, threatening, defamatory, obscene or harassing, or collect data regarding others without their consent; (b) introduce a computer virus or other harmful or malicious code, files, or programs designed to interrupt, destroy, inhibit, overburden or otherwise impair the functionality of the Services, Technology or the networks utilized by SimpliGov; (c) infringe upon any third party intellectual property or privacy right; (d) interfere with or disrupt the integrity or performance of the SimpliGov Automation Platform

Services or the content, data, or information contained therein; (e) mislead a User or any other third party into believing that they are interacting directly with SimpliGov; (f) use any data mining, robots, or similar data gathering and extraction methods in connection with the Services; or (g) attempt to do any of the foregoing or assist or acquiesce to any third party doing or attempting to do any of the foregoing. SimpliGov may electronically monitor the Services to ensure compliance with the foregoing, and to perform remote diagnostics and corrective actions; to determine system configuration, use levels and any applicable charges ; to assess Client's needs for additional products and services; and to comply with applicable laws, rules or regulation, including responding to legal process or governmental agency demand for information.

3.3 SimpliGov Platform SaaS Fair Usage Policy (FUP)

As part of our commitment to delivering best-in-breed services and dependability to our customers, SimpliGov has implemented a Fair Use Policy (FUP) for its Software as a Service (SaaS) Products, specifically the SimpliGov Platform and SimpliSign Platform.

The purpose of this Fair Usage Policy is to establish clear guidelines for customers using SimpliGov SaaS products to ensure consistently high-quality experiences SimpliGov implements measures to ensure that usage remains within acceptable limits in accordance with our EULA, MSA & SLA.

Each SimpliGov environment is configured for the needs that a customer would reasonably be expected to use for the performance of government administration.

Our Fair Use Policy addresses inappropriate use, ensuring fair usage for everyone.

Key Points of the Fair Usage Policy:

- Continuous Monitoring: SimpliGov continuously monitors customers' usage of the SimpliGov and SimpliSign platforms to ensure Fair Use.
- Usage Restriction: In the event that a customer's utilization significantly exceeds standard parameters within a condensed timeframe, SimpliGov hereby reserves the prerogative to curtail or regulate the customer's volume of workflow initiations and transaction processing. Standard customer usage is defined as remaining within 2 times the aggregate volume of Workflow Initiation and SimpliSign transactions recorded over the preceding 12-month period. Additionally, for individual workflow templates, SimpliGov imposes a transaction volume growth cap set at 2 times the aggregate volume of Workflow Initiation and SimpliSign transactions associated with that specific template over the preceding 12-month period. If a customer anticipates exceeding the above levels (at either the tenant or workflow template level), they will contact SimpliGov account management & Customer Success to

notify SimpliGov of the anticipated volume change and explain the reasons therefore. Failure to provide such notice and context may result in throttling and/or disabling of the template and restriction on SimpliSign transaction activity. These measures are implemented to uphold the integrity of SimpliGov's platform and to sustain service quality standards for all clientele.

- **Address Searches:** The Fair Use limit for the number of address searches per customer tenant is set at one million (1,000,000) per year. This equates to a daily average of over 2,700 searches per tenant per day*.
- **Language Translation Services:** The Fair Use limit for the number of language translation initiations per customer tenant is set at four hundred (400) calls per day per template*
- **SimpliSign Transactions within a Workflow Initiation:** The Fair Use limit for the number of SimpliSign transactions initiated within a Workflow Initiation is five.
- **Workflow:** A workflow comprises a form and a business process. A workflow that incorporates multiple combinations of forms and business processes within a single template does not conform to fair usage standards. Such a workflow will be regarded as if it utilizes each distinct combination of forms and business processes it contains.

Changes to the Fair Usage Policy: This Fair Usage Policy may be non-materially updated periodically, and the latest version of the document can be requested directly from your Customer Success Manager.

**FUP only relates to instances where a customer does not use their own third-party API Key.*

4. SUPPORT & MAINTENANCE

4.1 Support. Subject to the terms of the applicable Provisioning Document, and Client's payment of the applicable support fees related thereto, SimpliGov will provide Client (or its designees) with technical support for the SimpliGov Automation Platform Services during the Subscription Term in accordance with the Technical Support Service Guidelines set forth in the applicable section with the MSA (“

TECHNICAL SUPPORT SERVICE GUIDELINES”).

4.2 Service Levels. At all times during the Subscription Term, SimpliGov shall make all commercially reasonable efforts to ensure that the SimpliGov Automation Platform Services are available and fully operable in accordance with the Service Level Agreement terms included in the applicable section within this MSA (“Service Level Agreement”).

4.3 Modifications. SimpliGov may provide updates to the Services from time to time. SimpliGov may also, from time to time, make new applications, tools, features, or functionality available through the Services, and may add new services to the “Services” definition, the use of which may be contingent upon Client’s agreement to additional terms. If Client is unable to access or use the SimpliGov Automation Platform Services as a result of an error occurring on Client’s system, or if access to Client’s systems is necessary to otherwise rectify an error occurring on the SimpliGov Automation Platform Services, Client agrees to provide SimpliGov with access to its system as may be necessary to duplicate and resolve such errors, subject to the confidentiality obligations set forth herein.

5. FEES AND BILLING

5.1 Fees & Payment. Client will pay to SimpliGov or its authorized reseller as applicable all fees related to the Services as set forth in each Provisioning Document. Unless otherwise set forth in the Provisioning Document, subscription fees are due and payable upfront on the effective date of SimpliGov Automation Platform Services within ten (10) days following a proper invoice, and all other fees are due net thirty (30) days of the receipt date of SimpliGov’s invoice. All fees are based on the Services subscribed or engaged by Client, and are not tied to or contingent on actual usage of any of the Services. All fees for Services provided up to the termination date are non-refundable and may not be canceled or rescinded by Client for any reason. Upon termination or expiration of these Terms, all fees accruing for Services rendered up to the date of termination or expiration are and will be due and payable immediately by Client. All fees are quoted in, and all payments must be made in U.S. dollars. Late payments hereunder will accrue interest at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

5.2 Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Client agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). If SimpliGov has the legal obligation to pay or collect taxes that are excluded from the fees and legally chargeable to Client, including Taxes, if any, levied by a government authority with retroactive effect, the appropriate amount shall be invoiced to and paid by Client, unless Client provides SimpliGov with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. INTELLECTUAL PROPERTY

6.1 Client IP. Client retains all ownership and control over, and is solely responsible for, all content submitted by Client or its Users through the SimpliGov Automation Platform Services, including, without limitation, all written or electronic data, personally identifiable information, other information, reports, files, templates, documents, and third party content (collectively, “Client Content”). Client retains all right, title and interest in and to the Client Content, and Client Content shall not be deemed part of any Service by virtue of being accessed through the SimpliGov Site or residing on any SimpliGov servers. Unless otherwise agreed to by the Parties in writing, nothing herein shall be interpreted as a sale, transfer, license or assignment of any rights, title or interest in the Client Content over to SimpliGov. Client grants to SimpliGov a royalty free, non-exclusive, non-transferable, limited license to store, backup and distribute Client Content for the purpose of providing the Services to Client. SimpliGov retains the right to create reasonable limits on the use of the SimpliGov Automation Platform Services, including but not limited to limits on file size, storage space, processing capacity, time frames for retention of Client Content, and similar limitations described in the SimpliGov Automation Platform Services and as otherwise determined by SimpliGov in its sole discretion. Client Content may be deleted by SimpliGov if: (i) Client fails to pay the subscription fees when due, or other fees payable to SimpliGov for the Services; (ii) Client instructs SimpliGov to delete the Client Content; or (iii) Client is in breach of the Terms. Nothing herein shall be construed to prevent SimpliGov, including its licensors and affiliates, from independently developing concepts, ideas and techniques retained in the unaided memory that may be the same or similar to concepts, ideas and techniques contained within the Client Content or Client’s Confidential Information, provided that such use does not violate Client’s patents, copyrights or trademarks, or otherwise violate the obligations of confidentiality set forth in Section 7.

6.2 SimpliGov IP. As between Client and SimpliGov, SimpliGov and its licensors reserve all rights, title and interest in and to all trade secrets, patents and patent applications, trademarks, service marks, trade names, internet domain names, copyrights (including rights in computer software), moral rights, rights in know-how, and all other proprietary rights, or equivalent or similar rights which may subsist anywhere in the world, owned or otherwise controlled by SimpliGov, including any renewals or extensions of these rights, and further including, without limitation, the “SimpliGov” tradename, trademark, and related logo, the SimpliGov Site and related domains, and all product and service

names associated with the Services, including all modifications, enhancements, customizations or improvements thereof, and further including any Services usage data collected or obtained by SimpliGov (collectively the “SimpliGov IP Rights”), and nothing herein shall be deemed or interpreted to transfer ownership of any SimpliGov IP Rights to Client, whether by implication, estoppel, or otherwise.

6.3 User Data & Feedback. SimpliGov collects aggregated and anonymized User data for the purpose of providing and improving the Services, and SimpliGov shall be permitted to collect and use the Client Content for such purposes, subject to the confidentiality obligations set forth herein. If Client provides any feedback, improvements or other suggestions to SimpliGov for improvements to the Services, SimpliGov will be free to use, disclose and exploit such feedback, improvements or other suggestions as it sees fit, and without any obligation or restrictions of any kind. SimpliGov acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

6.4 Third Party Services. SimpliGov may provide access to third party software or services through the SimpliGov Site or the SimpliGov Automation Platform Services solely as a convenience to its Client or Users (“Third Party Services”). Client acknowledges that it may need to acquire licenses, subscriptions, register users, or incur additional fees and costs to gain access to such Third Party Services, all of which shall be at Client’s sole discretion and expense. Any Client use of, and any terms associated with, Third Party Services are solely governed by the terms of such Third Party Services. SimpliGov does not control, endorse or provide any warranties of any kind with respect to the Third Party Services, nor does SimpliGov accept any responsibility for Client’s use of or access to Third Party Services (including, without limitation all third party content contained therein), and Client irrevocably waives, and holds SimpliGov and its licensors harmless from, any and all claims against SimpliGov with respect to losses arising out of or relating to Client’s use of or access to Third Party Services.

7. CONFIDENTIALITY, DATA SECURITY & PRIVACY

7.1 Confidential Information. As used herein, “Confidential Information” means all information of a Party (“Disclosing Party”), disclosed to the other Party (“Receiving Party”) that is marked as being confidential at the time of disclosure, or that a reasonable person would understand to be confidential given the nature of the information or the circumstances underlying the disclosure. Notwithstanding the foregoing, Confidential Information shall not include any information that: (i) is or becomes generally known to the

public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed or obtained by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iii) is received from a third party without a duty of confidentiality.

7.2 Confidentiality. Except as otherwise authorized herein, the Receiving Party shall not (i) use any Confidential Information of the Disclosing Party for any purpose other than to exercise its rights or to perform its obligations under these Terms, or (ii) disclose, publish, or disseminate Confidential Information of the Disclosing Party to anyone other than the Receiving Party's personnel (including employees, contractors and consultants) who have a need to know the Confidential Information for the purposes set forth in these Terms and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information that is at least as protective of the Confidential Information as the Receiving Party's obligations hereunder. Notwithstanding the foregoing, the Receiving Party shall have the right to share the existence and nature of these Terms with potential investors or acquirers, or with such Party's attorneys, accountants, bankers, or other professional advisors in connection with a financing, merger, acquisition, corporate reorganization, consolidation, or sale of all or substantially all of its assets, or as required by law. Further, SimpliGov shall have the unrestricted right to use or act upon any suggestions or feedback provided by or on behalf of Client relating to the Services.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, provided that the Receiving Party shall make reasonable efforts to provide the Disclosing Party with prior written notice of such compelled disclosure and reasonable assistance (at Disclosing Party's cost) if the Disclosing Party wishes to obtain protective treatment of the Confidential Information. SimpliGov recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

7.4 Data Security & Privacy. SimpliGov maintains administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Client Content, in accordance with its then-current data security and management policies which shall, at a minimum, use generally accepted industry standards commonly used in the technology sector for like enterprises. Client retains sole responsibility for, and control over, any and all personally identifiable information ("PII") transferred, used, or submitted to the Services by Client or its Users, including the PII of its Users, and Client shall comply with all applicable data protection, data security and privacy laws, rules and



regulations applicable to such PII. Client acknowledges that the Services are fully automated and controlled by Client, meaning that Client Content is uploaded by Client through the SimpliGov Site, and SimpliGov personnel have only limited access to a subset of Client Content, if any.

8. DISCLAIMER OF WARRANTIES

SIMPLIGOV WARRANTS THAT THE SERVICES WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE SERVICES' WRITTEN MATERIALS ACCOMPANYING THEM. SIMPLIGOV'S SOLE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY WILL BE FOR SIMPLIGOV TO USE COMMERCIALY REASONABLE EFFORTS TO REPAIR OR REPLACE THE NONCONFORMING SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SERVICES ARE PROVIDED "AS IS". ACCORDINGLY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIMPLIGOV AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) RELATING TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE (EVEN IF THE PARTICULAR USE OR PURPOSE IS DISCLOSED TO SIMPLIGOV IN ADVANCE), NON-INFRINGEMENT, THAT THE OPERATION OF THE TECHNOLOGY OR THE SUBSCRIBED SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, AND ANY OTHER WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, OR CLIENT'S USE OF THE SERVICES. NEITHER SIMPLIGOV NOR ITS LICENSORS ARE RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CLIENT CONTENT AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SUBSCRIBED SERVICES. CLIENT IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ITS CLIENT CONTENT.

9. INDEMNIFICATION

9.1 By SimpliGov. SimpliGov shall, at its own expense, have the right to intervene to defend, indemnify and hold harmless Client, its parent, subsidiaries and affiliated companies, and each of their respective officers, directors, employees and assigns, from and against any and all losses, expenses, costs, liabilities, damages, claims, suits, and demands suffered by third parties, finally awarded or paid in settlement, to the extent arising out of, relating to, or resulting from a claim that Client's use of the SimpliGov Automation Platform Services infringes upon or misappropriates any intellectual property

rights of a third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9.2 Reserved.

9.3 Process. The foregoing indemnities are contingent upon the Party seeking the indemnity: (i) promptly notifying the indemnifying Party of any claim; (ii) permitting the indemnifying Party to solely control and manage the defense of any claim (and any settlement) upon written notice of indemnifying Party's intention to indemnify; and (iii) fully cooperating with the indemnifying Party in the defense of any claim (and any settlement). All costs and expenses incurred by the indemnifying Party in providing the foregoing indemnity shall be paid by the indemnifying Party.

10. TERM AND TERMINATION

10.1 Term. These Terms shall commence on the Effective Date and shall remain in force until all the Subscription Terms for all Services ordered under all Provisioning Documents expire or are terminated in accordance with these Terms ("Term").

10.2 Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SimpliGov shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. A termination pursuant to this Section 10.2 shall not relieve Client of its obligation to pay any fees due and payable on or prior to the date of termination, subject to the foregoing and to the extent permitted under the applicable order and federal law. These Terms and all Provisioning Documents issued hereunder shall automatically be terminated without notice if the other Party: (i) ceases its business operations or ceases to function as a going concern; (ii) becomes subject to insolvency, receivership or bankruptcy proceedings, or any other proceedings for the settlement of its debts, whether voluntary or involuntary; (iii) makes an assignment for the benefit of creditors; or (iv) dissolves or liquidates.

10.3 Effect of Termination. Upon the effective date of expiration or termination of these Terms for any reason or any part thereof: (i) the License granted hereunder shall terminate immediately and Client shall cease using, and shall cause all Users to cease using, the SimpliGov Service, Technology, the SimpliGov Content, and the SimpliGov Site immediately thereupon; (ii) any and all payment obligations of Client under these Terms

will become due immediately; (iii) within thirty (30) days after such expiration or termination, each Party shall return the tangible embodiments of the other Party's Confidential Information in its possession and shall not retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

10.4 Survival. Upon expiration or termination of these Terms, any provision which, by its nature or express terms should survive, will survive such expiration or termination, including, but not limited to, Sections 3 (Client Responsibilities; Restrictions on Use), 6.4 (Third Party Services), 5 (Fees and Billing), 6 (Intellectual Property), 7.2 (Confidentiality), 8 (Disclaimer of Warranties), 9 (Indemnification), 10.2 (Effect of Termination), 11 (Limitations of Liability), 12 (Miscellaneous Provisions).

11. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL SIMPLIGOV OR ITS LICENSORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, AND/OR INDIRECT DAMAGES, OR FOR ANY LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA, OR OTHER ECONOMIC DISADVANTAGE, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR WARRANTY, OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, AND WHETHER OR NOT FORESEEABLE. SUBJECT TO THE FOREGOING, SIMPLIGOV'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, LICENSORS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THESE TERMS, SHALL BE LIMITED TO THE PROPORTIONATE SUBSCRIPTION FEES PAID BY CLIENT DURING THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS HEREIN APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES HAVE AGREED TO THE FEES AND ENTERED INTO THESE TERMS IN PART IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN, WHICH ALLOCATE THE RISK BETWEEN SIMPLIGOV AND CLIENT AND CONTRIBUTE TO THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THESE TERMS WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from SimpliGov's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

12. MISCELLANEOUS PROVISIONS

12.1 Force Majeure. In accordance with FAR Clause 52.212-4(f), except for the obligation to pay money, neither Party will be liable for any failure or delay in its performance under these Terms due to any cause beyond its reasonable control, including act of war, acts of God, labor shortage or dispute, governmental act or failure of the Internet or telecommunications. The delayed Party shall give the other Party prompt notice of such cause, and shall use its reasonable commercial efforts to correct promptly such failure or delay in performance.

12.2 Restricted Rights. If Client or any User is a U.S. federal government end user, the Service is a “Commercial Item” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is licensed to you with only those rights as provided under these Terms.

12.3 Export Control. Client acknowledges that the Services are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Client agrees to comply strictly with all such laws and regulations, including, without limitation, by agreeing not to export, re-export, or transfer the Services to any country that is then subject to comprehensive U.S. economic sanctions, or to the governments of such countries, wherever located; to persons or entities on the Specially Designated Nationals List of the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Denied Persons, Entity, or Unverified Lists of the Bureau of Industry & Security, U.S. Department of Commerce; to any person or entity engaged in the development or production of nuclear, biological, or chemical weapons, missiles, or unmanned aerial vehicles; or to any person or entity with reason to know that the software will be deployed or transferred to or for any of the foregoing persons, entities, or uses.

12.4 Governing Law; Venue. These Terms shall be governed by and construed in accordance with the Federal laws of the United States.

12.5 Severability; Waiver. If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified so as best to accomplish the original intent of the Parties to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect. The waiver of any breach or default of these Terms will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving Party.



12.6 Construction. The Parties acknowledge and agree that they have had the opportunity to discuss these Terms with and obtain advice from their legal counsel, have had sufficient time to, and have carefully read and fully understand all the provisions of these Terms, and are knowingly and voluntarily entering into these Terms. Therefore, the Parties waive the application of any rule of construction providing that ambiguities in an agreement will be construed against the Party drafting such agreement.

12.7 Assignment. Neither Party shall have the right to assign these Terms, in whole or in part, or any of its rights or obligations under these Terms, by operation of law or otherwise, without the prior written consent of the other Party. Subject to the foregoing, these Terms will bind and inure to the benefit of each Party's successors and permitted assigns.

12.8 Notices. Any payment, demand, invoice, notice or declaration of any kind which must be delivered to the other Party, shall be in writing and served: (i) personally; (ii) by a recognized overnight courier providing a written confirmation of delivery; or (iii) by United States first-class mail (postage prepaid), addressed to the Party at its address set forth below or at such address as either Party may advise the other in writing from time-to-time. Notices given hereunder shall be deemed to have been given on: (iv) the date of personal delivery; (v) the date of delivery as documented by the overnight courier; or (vi) on the third business day after the date of mailing.

If to SimpliGov:

SimpliGov, LLC

1724 10th Street, Suite 115

Sacramento, CA, 95811

Attn: Corporate Counsel

If to Client:

As set forth in the applicable Provisioning Document

12.9 Independent Contractors. SimpliGov and Client are independent contractors. These Terms will not establish any relationship of partnership, joint venture, employment, franchise or agency between SimpliGov and Client. Neither SimpliGov nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent .

12.10 Entire Agreement. The terms and conditions of any Provisioning Document, and any exhibits, schedules and other documents referenced herein or therein, are



incorporated into these Terms, and constitute the complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersede and replace any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter. In the event of any conflict in the documents which constitute these Terms, the order of precedence will be (i) these Terms; (ii) the applicable Provisioning Document; and (iii) any other schedules, exhibits and other documents referenced and incorporated herein and therein. These Terms may be executed, including electronically, in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

12.11 Updates. Notwithstanding anything to the contrary elsewhere, SimpliGov may non-materially revise and update these Terms at any time. The “Last Updated” legend at the top of these Terms indicates when these terms and conditions were last revised. Client shall review these Terms periodically for any updates or changes. Client’s continued use of the Services shall constitute Client’s acceptance of those non-material changes.

TECHNICAL SUPPORT SERVICE GUIDELINES

2. Liaison. Client will appoint a technical liaison to communicate with SimpliGov with respect to the resolution of technical problems (the “Liaison”), who shall complete reasonable training with SimpliGov to enable the Liaison to train users and correct problems caused by user error, assist users with the resolution of known issues, and obtain sufficient information from users to adequately report problems to SimpliGov. Client may change such liaison from time to time at reasonable intervals upon written



notice to SimpliGov and completion of applicable training by the successor Liaison. SimpliGov will not be obligated to respond or provide technical support to any person other than the designated L

3. Technical Support Hours and Methods. SimpliGov shall use commercially reasonable efforts to provide email and phone technical support to Client's Liaison during regular business hours, M-F 9 a.m. to 5 p.m. Pacific Time. Problems may be reported any time, however, SimpliGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time) to problems that are not classified as Priority 1/ASAP.

4. Holidays. SimpliGov observes the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day. These holidays are excluded from regular business hours.

5. Priority. Upon receiving a call or request, SimpliGov will classify and prioritize the problem according to the following criteria (it being understood that in the event that SimpliGov completes a workaround that relegates the applicable problem to a lower priority level, the service levels applicable to that lower priority level will apply going forward):

Priority	Description	Response Time	Target Resolution Time
Priority 1/ – ASAP	The issue renders the mission critical real-time processing features and functionalities of the SimpliGov Automation Platform Services completely unavailable, unresponsive, or inoperable, and there is no workaround.	4 business hours	1 business day
Priority 1	Process cannot complete and there is no workaround, but the condition does not interrupt all functions of the SimpliGov Automation Platform Services.	1 business day	10 business days
Priority 2	Process cannot complete, but there is a workaround that allows Client to use the SimpliGov Automation Platform Services.	2 business days	15 business days

Priority 3	This priority addresses “cosmetic” type calls with no financial or processing impact.	5 business days	One month
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6. Client Responsibilities. During the Subscription Term, Client shall: (i) provide supervision, control and management of the use of the SimpliGov Automation Platform Services; (ii) document and promptly report all errors or malfunctions; and (iii) take all steps reasonably necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SimpliGov.

SERVICE LEVEL AGREEMENT

1. Scheduled Downtime. When needed, SimpliGov will schedule downtime for routine maintenance or system upgrades (“Scheduled Downtime”) for the Service. SimpliGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. SimpliGov will use commercially reasonable efforts to notify Client’s designated contact at least one calendar week prior to the occurrence of Scheduled Downtime.

2. Uptime Commitment.

3. The Services will be accessible 98% of the time, 7 days per week, and 24 hours per day (“Uptime Commitment”), as calculated over a calendar month. Uptime Commitment shall not apply to, and SimpliGov will not be responsible for, any downtime which: 1) lasts less than 15 minutes; 2) results from Scheduled Downtime; 3) results from the failure of communication or telephone access service or other outside service or equipment or software not the fault of SimpliGov, including without limitation general network outages; 4) is caused by a third party not under SimpliGov’s control; 5) is a result of causes beyond the reasonable control of SimpliGov; or 6) results from failures of the system or the Client API Kit.



4. If SimpliGov fails to meet its Uptime Commitment in any given month, Client's sole remedy and SimpliGov's entire liability will be for SimpliGov to credit Client's account with "Service Level Credits", to be applied against Client's next billing period as follows:

No. of Hours Below Uptime Commitment	Service Level Credits
1 hours to 2 hours	1 day prorated monthly Subscription Fees
> 2 hours to 24 hours	3 days prorated monthly Subscription Fees

1. To receive a Service Level Credit, Client must submit a written request for a Service Level Credit to Client's designated account manager or the SimpliGov support team. To be eligible, the request must (i) include the dates and times of each incident of downtime experienced by Client in the preceding month; and (ii) be received by SimpliGov within ten business days after the end of the billing cycle in which the downtime occurred.
2. Upon receipt of a Service Level Credit request in compliance with the above requirements, SimpliGov shall have 30 days to review the request and to validate the information provided. If SimpliGov determines in good faith that the Services failed to meet the Uptime Commitment as alleged in such a request, then SimpliGov will apply such Service Level Credits to Client's immediately succeeding billing period. Client's failure to comply with the provisions of Section 2.C. above will disqualify it from receiving a Service Level Credit.