



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: AR3116

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Visionary Integration Professionals, LLC (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The attached, following end user license terms are incorporated into Attachment E:

- DominKnow Master Subscription Agreement
- Pulselight Authorized User Terms of Use Agreement
- SimpliGov Technical Support Service Guidelines

Effective Date of Amendment: 6/3/2020

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Stephen A

Carpenter:A01097C000001

491F5F2AAA00010621

Digitally signed by Stephen A

Carpenter:A01097C000001491F5F2

AAA00010621

Date: 2020.06.02 13:34:24 -07'00'

STATE OF UTAH

Jun 2, 2020

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Stephen A. Carpenter

Contractor's Name (Print)

Chief Administrative Officer

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Solomon Kingston	801-538-3228	skingston@utah.gov	AR3116



dominKnow Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on March 19, 2019. It is effective between You and Us as of the date of You accepting this Agreement.

Table of Contents

1. DEFINITIONS	2
2. FREE TRIAL	3
3. PURCHASED SERVICES.....	3
4. USE OF THE SERVICES	4
5. NON-DOMINKNOW PROVIDERS	5
6. FEES AND PAYMENT FOR PURCHASED SERVICES	6
7. PROPRIETARY RIGHTS	7
8. CONFIDENTIALITY	7
9. WARRANTIES AND DISCLAIMERS.....	8
10. MUTUAL INDEMNIFICATION	9
11. LIMITATION OF LIABILITY	9
12. TERM AND TERMINATION	10
13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION	11
14. GENERAL PROVISIONS.....	11

dominKnow Master Subscription Agreement

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"dominKnow|ONE" for the purposes of this agreement dominKnow|ONE refers to all dominKnow authoring and delivery products Claro, Flow, Capture and Convey purchased by You.

"Widget Library" means the online directory of widgets and templates that interoperate with the **Services**, located at <https://dominknow.com>, https://*.clarolive.com, https://*.convey.com, https://*.dominknow.one, https://*.authr.it or at any successor websites.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Non-dominKnow Applications" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with the **Services**, including but not limited to those listed on the Widget Library and those identified as dominKnow Widgets or by a similar designation.

"Order Form" means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means **Services** that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Services" means the products and services that are ordered by You under a free trial or an Order Form and made available by Us online via the customer login link at https://*.clarolive.com, https://*.authr.it, https://*.convey.com, https://*.dominknow.one and/or other web pages designated by Us, including associated offline and mobile components, as described in the User Guide. "Services" exclude Non-dominKnow Applications.

"User Guide" means the online user guide for the **Services**, accessible via the training guide / online knowledge base accessible from within your dominKnow|ONE login. You acknowledge that You have had the opportunity to review this guide during the free trial described in Section 2 (Free Trial) below.

"Users" means individuals who are authorized by You to use the **Services**, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We," "Us" or "Our" means the dominKnow Inc. company described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

dominKnow Master Subscription Agreement

"**Your Data**" means all electronic data or information submitted by You to the Purchased Services.

2. FREE TRIAL

If You register on our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered or are registering to use the applicable Service or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION. YOU SHOULD EXPORT CONTENT AS WEB COMPLIANT OR SCORM COMPLIANT PRIOR TO EXPIRATION OF TRIAL IF YOU WISH TO RETAIN THIS INFORMATION, BUT CHOOSE NOT TO PURCHASE A SUBSCRIPTION. IF YOU DO NOT PURCHASE THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, SOME ELEMENTS CREATED MAY NOT BE EDITABLE IN YOUR PURCHASED SUBSCRIPTION. FEATURES AND CAPABILITIES ARE DEPENDENT ON THE PURCHASED SUBSCRIPTION TYPE. IF YOU PURCHASE A SUBSCRIPTION THAT DOES NOT CONTAIN THE SAME SERVICES AS THOSE WITHIN THE TRIAL, YOU WILL NOT LOSE ANY ELEMENTS ADDED WITH THE PREVIOUS SERVICE.

NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the User Guide during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. PURCHASED SERVICES

- 3.1. Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
- 3.2. User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.
- 3.3. Free Reviewer Accounts.** A Subscription includes unlimited free reviewer accounts required by You exclusively for the purpose of reviewing courses for accuracy and function during the development or prior to publishing. Reviewer accounts cannot be used for the purpose of delivering courses to end users or Your learner audience. Using

dominKnow Master Subscription Agreement

Reviewer accounts for such is a violation of this agreement and will be subject to additional hosting fees and/or termination of your subscription. For the purpose of this section Reviewer Accounts shall mean any user account that accesses a course that is unpublished or an account that has been created using the "New Reviewer" or similar feature.

- 3.4. Convey Hosting and Delivery of Published Courses (Optional).** If this option is included on your Order Form or purchased at a later date and added to Your User Subscription You are then permitted to publish your courses for delivery, tracking and reporting to the number of registrations per month specified on Your Order Form. Registrations that exceed your registrations per month will be billed the overage rate stated in your order form. A registration is a single course associated with a learner. A registration occurs when a learner launches a course for the first time. A learner may launch the course multiple times, but this will only count as a single registration.

4. USE OF THE SERVICES

- 4.1. Our Responsibilities.** We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available as outlined in our Service Level Agreement available in the About section, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.
- 4.2. Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 4.3. Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.
- 4.4. Usage Limitations.** Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface (API), and, for Services that enable You to host, deliver, register, report and track your published courses, on the number of registered learners or views by visitors to those courses. Any such limitations, if they exist, will be specified in Your "User Account" menu within the product. The Services provide real-time information to enable You to monitor Your compliance with such limitations.

dominKnow Master Subscription Agreement

4.5. dominKnow Stock Assets Library. dominKnow|ONE includes access to a library of stock images, speech bubbles, people, clipart, shapes, audio, video and photos. Access to these Assets and permissions to use these Assets are provided to you for use in dominKnow|ONE authored courses only. Your permission and access to these Assets is limited to the following terms:

- Your subscription is current and under good payment terms, in accordance with Section 6 of this agreement.
- You use the Stock Assets within dominKnow|ONE created courses only.

You are prohibited to use dominKnow|ONE Stock Assets in:

- Design template applications intended for resale, whether on-line or not, including, without limitation, website templates, flash templates, business card templates, electronic greeting card templates, and brochure design templates.
- Other non-dominKnow|ONE products including any authoring, office products, or development tools.

Upon termination of your subscription any Assets you have used from our Stock Asset Library can continue to be hosted, stored and delivered within courses created in dominKnow and published as a course from dominKnow|ONE, so long as the course remains unedited or unaltered outside of dominKnow|ONE. If you alter in anyway (edit, update) the course outside of dominKnow|ONE using any software, tool, authoring tool, system, product or service other than dominKnow|ONE you must remove and destroy any and all dominKnow|ONE Stock Assets from your dominKnow|ONE published course.

5. NON-DOMINKNOW PROVIDERS

5.1. Acquisition of Non-dominKnow Products and Services. We or third parties may from time to time make available to You (e.g., through the Media Browser, Template Library, Widget Library or a third-party website) third-party products or services, including but not limited to Non-dominKnow Applications, templates and designs, widgets, customization and other consulting services. Any acquisition by You of such non-dominknow products or services, and any exchange of data between You and any non-dominknow provider, is solely between You and the applicable non-dominknow provider. We do not warrant or support non-dominknow products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form. Subject to Section 5.3 (Integration with Non-dominKnow Services), no purchase of non-dominKnow products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

5.2. Non-dominKnow Applications and Your Data. If You install or enable Non-dominKnow Applications for use with Services, You acknowledge that We may allow providers of those Non-dominKnow Applications to access Your Data as required for the interoperation of such Non-dominKnow Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-dominKnow Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-dominKnow Applications for use with the Services.

5.3. Integration with Non-dominKnow Services. The Services may contain features designed to interoperate with Non-dominKnow Applications (e.g., templates, designs, widgets, Video Editors/transcoders, SCORM Cloud, Bright Network, Kaltura, youTube, Vimeo, TED etc.) To use such features, You may be required to obtain access to such Non-dominKnow Applications from their providers. If the provider of any such Non-dominKnow Application ceases to make the Non-dominKnow Application available for

dominKnow Master Subscription Agreement

interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

- 6.1. Fees.** You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly or yearly periods that begin on the subscription start date and each anniversary thereof; therefore, fees for User subscriptions added in the middle of a period will be charged for that full period and the periods remaining in the subscription term.
- 6.2. Invoicing and Payment.** You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 6.3. Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).
- 6.4. Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 13.2 (Manner of Giving Notice), before suspending services to You.
- 6.5. Payment Disputes.** We shall not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 6.6. Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal

dominKnow Master Subscription Agreement

or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

7. PROPRIETARY RIGHTS

- 7.1. Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 7.2. Restrictions.** You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 7.3. Your Courses and Content.** If You, a third party acting on Your behalf, or a User creates courses or add content using the Services, You authorize Us to host, copy, transmit, display and adapt such courses and content, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such courses or content, including any intellectual property rights therein.
- 7.4. Your Data.** Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 7.5. Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

8. CONFIDENTIALITY

- 8.1. Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without

dominKnow Master Subscription Agreement

breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- 8.2. Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 8.3. Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. WARRANTIES AND DISCLAIMERS

- 9.1. Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) subject to Section 5.3 (Integration with Non-dominKnow Services), the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (v) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination) below.
- 9.2. Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.
- 9.3. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 9.4. Non-GA Services.** From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("**Non-GA Services**"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview,

dominKnow Master Subscription Agreement

non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against You**"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

10.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Us**"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

10.3. Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER

dominKnow Master Subscription Agreement

IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

- 11.2. Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERM AND TERMINATION

- 12.1. Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free trial period.
- 12.2. Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. **Except as otherwise specified in the applicable Order Form, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.**
- 12.3. Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.4. Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 12.5. Return of Your Data.** Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You the ability to export your content as web compliant, SCORM, or xAPI compliant content. After such 30-day period, We shall have no obligation to maintain or provide any of Your

dominKnow Master Subscription Agreement

Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

- 12.6. Surviving Provisions.** Section 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Return of Your Data), 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

- 13.1. General.** Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

Disputes will be adjudicated in Ontario, Canada.

- 13.2. Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

- 13.3. Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

- 13.4. Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. GENERAL PROVISIONS

- 14.1. Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of Canada and other jurisdictions. Each party represents that it is not named on any Canadian government denied-party list. You shall not permit Users to access or use Services in a Canadian sanctioned country (list available at <http://www.international.gc.ca/sanctions>) or in violation of any Canadian export law or regulation.

- 14.2. Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify us ([info at dominknow dot com](mailto:info@dominknow.com)).

dominKnow Master Subscription Agreement

- 14.3. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 14.4. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
- 14.5. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 14.6. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 14.7. Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment).
- 14.8. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 14.9. Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

PULSELIGHT AUTHORIZED USER TERMS OF USE AGREEMENT

(v1412 1/1/2020)

These Authorized User Terms of Use ("**Terms of Use**") govern your use of the Pulselight software and the Pulselight web-based application (collectively, the "**Software**"), including all user manuals, technical manuals and any other materials provided by Pulselight, in printed, electronic or other form, that describe the Software or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to the Software Subscription Agreement or other Pulselight license agreement (such agreement, including all subsequent amendments, the "**Master Agreement**"), between Pulselight Holdings, Inc. ("**Licensor**") and the Pulselight licensee with which you are employed, affiliated, or associated ("**Licensee**").

BY ACCEPTING AND USING THE PULSELIGHT ACCESS CREDENTIALS YOU: (i) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS OF USE; (ii) ARE DULY AUTHORIZED BY LICENSEE TO AGREE TO THESE TERMS OF USE AND TO ACCESS AND USE THE SOFTWARE; AND (iii) ACCEPT AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE PULSELIGHT ACCESS CREDENTIALS AND YOU WILL HAVE NO LICENSE TO, AND MUST NOT ACCESS OR USE, THE SOFTWARE.

1. **Access Grant.** Subject to your strict compliance with these Terms of Use, Licensor hereby grants you a non-exclusive, non-transferable, non-sublicensable, access to use the Software solely in accordance with the Master Agreement and all amendments thereto, the Documentation, and for Licensee's authorized internal business purposes. The foregoing access will terminate immediately on the earlier to occur of:

- (a) the expiration or earlier termination of the Master Agreement; or
- (b) your ceasing to be authorized by Licensee to use the Software for any or no reason.

2. **Use Conditions.** You shall not, directly or indirectly:

- (a) use the Software or Documentation except as set forth in Section 1;
- (b) copy the Software or Documentation, in whole or in part;
- (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;
- (d) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- (e) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
- (f) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices included on or in the Software or Documentation, including any copy thereof;
- (g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise provide any access to or use of the Software or any features or functionality of the Software, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate or

service provider of Licensee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service;

(i) use the Software or Documentation in violation of any law, regulation or rule; or
(j) use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to the Licensor's commercial disadvantage.

3. Security and Protection of Confidential and Private Information.

(a) Through your use of and access to the Software you may have access to confidential information protected under federal or state law, including but not limited to patient/client identifying or medical information, protected health information, personal identification information, Internal Revenue Service (IRS) or other federal or state tax Information, information relating to any fraud investigation, and any other information that is classified or deemed confidential by federal or state law ("Confidential Information"). "Confidential Information" also includes Documentation or other information identified as Confidential by Licensor, security features designed to detect or prevent unauthorized use of the Software, and information regarding the design, structure, construction, and operation of the Software. You will safeguard all such Confidential Information and you will not use or disclose Confidential Information except as authorized by law.

(b) You will safeguard the access credentials provided to you for your access and use of the Software. You will not: (i) use or disclose access credentials except as authorized by law; (ii) use or disclose access credentials of another; (iii) let another use your access credentials, and (iv) disclose your access credentials to another.

(c) If any unauthorized access, disclosure, or use of Confidential Information or access credentials comes to your attention, you will immediately notify Licensor and your Licensee supervisor.

4. Collection and Use of Information.

(a) Licensor may, directly or indirectly through the services of others, and in ways that may not be disclosed to you or apparent to you at the time, monitor your use of the Software and collect and store information regarding your use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used.

(b) You agree that the Licensor may use such information for any purpose related to any use of the Software by you or for Licensee, including but not limited to: (i) improving the performance of the Software or developing updates; (ii) protecting the Software and the confidentiality of the data accessible via the Software; and (iii) verifying compliance with the terms of these Terms of Use and enforcing Licensor's rights, including all intellectual property rights in and to the Software.

5. Intellectual Property Rights. You acknowledge that the Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Software under these Terms of Use, nor do you acquire any other rights to the Software other than to use the Software in accordance with the license granted under these Terms of Use and the Master Agreement, subject to all terms, conditions and restrictions. Licensor, and any of its third party licensors,

reserve and shall retain its entire right, title and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, subject to the license expressly granted to the Licensee in the Master Agreement. You shall safeguard the Software (including all copies thereof) and Documentation from infringement, misappropriation, theft, misuse or unauthorized access.

6. Export Regulation. The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Software to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the United States of America.

7. LIMITATIONS OF RIGHTS AND REMEDIES; DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ANY AND ALL PROVISIONS OF THE MASTER AGREEMENT THAT DISCLAIM WARRANTIES RELATING TO THE SOFTWARE AND LIMIT YOUR RIGHTS AND REMEDIES AGAINST LICENSOR. A COPY OF THE MASTER AGREEMENT MAY BE REQUESTED FROM LICENSOR.

8. Governing Law. All matters relating to the Software and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed in accordance with the internal laws of the State of Texas without giving effect to any choice of conflict of law provision or rule.

9. Entire Agreement; Severability. These Terms of Use, and those provisions of the Master Agreement that are effectively incorporated by reference herein, constitute the sole and entire agreement between you and Licensor with respect to the Software and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Software. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms of Use will continue in full force and effect.

SIMPLIGOV TECHNICAL SUPPORT SERVICE GUIDELINES

1. 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 user's 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 liaison.

2. 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.*

3. 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.

4. 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 <i>SimpliGov Automation Platform Services</i> 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 <i>workaround, but the condition does not</i> interrupt all functions of the SimpliGov Automation Platform Services.	1 business day	10 business days
Priority 2	Process cannot complete, but there is a <i>workaround that allows Client to use the</i> 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

5. 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

A. 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.

B. 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

C. 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.

D. 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.

SIMPLIGOV AUTOMATION PLATFORM AND PROFESSIONAL SERVICES TERMS & CONDITIONS

The SimpliGov Automation Platform and its related services ("SimpliGov Automation Platform Services") is owned or controlled by SimpliGov, LLC, a California limited liability company, with its principal place of business located at 530 Jackson Street, San Francisco, California 94133 ("SimpliGov"). By accessing or using 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 affects 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, 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 "administration 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 solely responsible for all activity that occurs through its User accounts. If Client become 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, 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.

2. LICENSE

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 ensuring 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; and (iii) have sole responsibility for the accuracy, quality, integrity, reliability, and appropriateness of all Client Content provided to SimpliGov hereunder.

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 applicable charges (if applicable); to assess Client's needs for additional products and services; and to comply with applicable laws, rules or regulation, including responding to a legal processor or governmental agency demand for information.

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 Provisioning Document ("Technical Support").

4.2 Service Levels. At all times during the Subscription Term, SimpliGov shall ensure that the SimpliGov Automation Platform Services are available and fully operable in accordance with the Service Level Agreement terms included in the applicable Provisioning Document ("SLA").

4.3 Modifications. SimpliGov may provide updates to the Services from time to time. SimpliGov may also make new applications, tools, features or functionality available from time to time through the Services, and may add new services to the "Services" definition, from time to time, 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 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 in advance prior to User access to the SimpliGov Automation Platform Services, and all other fees are due net thirty (30) days of the 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 are non-refundable and may not be cancelled 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 a rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is lower, and may result in the immediate suspension or termination of the Services without necessity of notice.

5.2 Taxes. Fees do not include any applicable federal, state, local or other taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, or use taxes, assessable or imposed by a governmental authority located in the United States (collectively, "Taxes"), and Client will be solely responsible for all Taxes with respect to the Services, except for Taxes based on SimpliGov's net income. If SimpliGov has the legal obligation to pay or collect taxes for which Client is responsible pursuant to this Section 5.2, 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.

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.

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

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, 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 an the SimpliGov Automation Platform Services infringes upon or misappropriates any intellectual property rights of a third party.

9.2 By Client. Client shall, at its own expense, 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: (i) a claim that the Client Content infringes upon or misappropriates any intellectual property rights of a third party; (ii) Client's use of the Service in breach of the terms contained herein and in any Provisioning Document.

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 Term for all Services ordered under all Provisioning Documents expire or are terminated in accordance with these Terms ("Term").

10.2 Termination. Either Party will have the right to terminate these Terms and all Provisioning Documents issued hereunder upon written notice if the other Party materially breaches these Terms and fails to cure such breach within sixty (60) days after receipt of written notice of the same; provided that the foregoing cure period shall not apply to Client's failure to pay fees when due. 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. 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 TAP Service, Technology, the ThinkSmart Content, and the ThinkSmart 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 THREE-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 THINKSMART 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.

12. MISCELLANEOUS PROVISIONS

12.1 Force Majeure. 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 acknowledge 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 laws of the State of California, without regard to its conflicts of law principles. Any dispute arising out of these Terms will be subject to the exclusive jurisdiction of the state courts located in San Francisco, California and the federal courts of the United States in the Northern District of California, and each Party consents to the personal jurisdiction thereof and waives any right it may otherwise have to challenge the appropriateness of such forums.

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, except that each Party may assign these Terms as part of a corporate reorganization, upon a change of control, consolidation, merger, or sale of all or substantially all of its assets related to these Terms. Any attempted assignment or delegation in violation of the foregoing will be void and of no effect. 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

530 Jackson Street

San Francisco, CA, 94133

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, except as otherwise expressly provided herein.

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 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 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 changes.

SimpliGov, LLC
By: <u>Scott Jenkins.</u>
Name: <u>SCOTT JENKINS</u>
Title: <u>COO</u>
Date: <u>10/31/19</u>