



**GovOS STANDARD TERMS OF USE  
FOR GovOS RECORDS AND CLOUD APPLICATIONS  
Last Revised Date October 26, 2022**

Welcome to GovOS, Inc. These Terms of Use (“TOU”) are incorporated into and a part of the Agreement between GovOS, Inc., a Delaware corporation with its business address at 8310 N Capital of Texas Hwy, Building 2 Suite 250, Austin, Texas 78731, (“GovOS”), and the governmental entity or company (“Customer”) which has signed a Proposal for GovOS to provide Services to Customer.

**1. Agreement**

Agreement means the contract between Customer and GovOS consisting of these TOU and any proposal, purchase order, or sales order (“Proposal”) signed by Customer which incorporates these TOU. In the event there are conflicting terms between the TOU and Proposal, the terms of these TOU will control unless expressly provided for otherwise in the Proposal.

**2. Scope and Timing of Services**

During the Term of the Agreement GovOS will provide Customer with a license or subscription to its proprietary software, technology products, and materials known as the Records Management System (the “System”), and training, maintenance, support, and other professional services (“Service”) as set forth in a Proposal (collectively the “Services”). The System may incorporate third-party software which Customer will be licensed or authorized to use, and Service may be provided by third-party providers. Unless otherwise set forth in a Proposal, the parties will cooperate in good faith to develop and execute an implementation plan relating to any new System or enhanced-cloud application installation provided for in the Proposal.

**3. Term**

The Agreement will become effective on the date the Proposal is signed by the Customer (the “Effective Date”) and will remain in effect for the time period identified in the Proposal (“Initial Term”). If no term is identified in the Proposal, the Initial Term will be for a period of one (1) year. Unless provided for otherwise in the Proposal, upon expiration of the Initial Term the Agreement will automatically renew for additional one (1) year periods (each a “Renewal Term”) unless a party provides written notice of its intent not to renew the Agreement no less than ninety (90) days prior to the end of the then current term.

**4. Termination**

Unless otherwise indicated in the Proposal, this Agreement is subject to termination for convenience and without penalty by either Party upon not less than ninety (90) days written notice to the other Party. Either party may terminate this Agreement for a material breach if such breach remains uncured after ten (10) day written notice to the other party. In the event of termination for any reason Customer’s subscription rights (and access) to Cloud-Based IP, and license rights to the On-Premise IP are terminated. Customer agrees to return to GovOS or to destroy all copies of the On-Premise IP portions of the System upon termination of the license. Customer will provide a written certification signed by an authorized representative attesting to the destruction of all copies of the On-Premise IP from Customer’s environment within ninety (90) days of termination. Upon request GovOS will provide a copy of all Customer Content maintained in GovOS Cloud-Based IP in a standard format for a period of ninety (90) days after termination of the Agreement.

Customer will be responsible for payment of all Services performed through the termination date. All paid fees are non-refundable. Customer will not be entitled to any refund, pro rata or otherwise of any pre-paid fees upon termination.

Subscriptions to GovOS enhanced cloud-applications (Cloud Search, Remote Marriage, or others) require a subscription or license to a GovOS Records system. Termination of a Customer's Records System Agreement will also terminate any related Services. GovOS may destroy any electronic images or copies of Customer content ninety (90) days after the termination of the Agreement unless otherwise agreed upon in writing by the parties.

## **5. Payment Terms**

- a. Fees. Customer will timely pay all undisputed amounts required under the Agreement and as set forth in the Proposal.
- b. Invoicing and Payment. Unless otherwise provided for in the Proposal, implementation fees, if any, are due on the Effective Date and all other fees will be billed on an annual basis with the fees for the first year due on the Effective Date. Any fees owed to GovOS related to ecommerce and revenue sharing will be invoiced monthly. Customer will pay all invoiced amounts due within thirty (30) days of the date on the applicable invoice. Customer is responsible for providing complete and current billing and contact information.
- c. Annual Increase. Unless provided for otherwise in the Proposal, on each annual anniversary date of the Agreement, the fees outlined in the proposal will be increased by up to three and one-half percent (3.5%).
- d. Late Payments. Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable law, whichever is less, determined and compounded daily from the date due until the date paid.
- e. Taxes. Fees do not include any taxes, levies, duties, or similar assessments of any kind including value-added, sales, use or withholding taxes ("Taxes"). Unless indicated otherwise in the Proposal, Customer is exempt from Taxes and can provide an exemption certificate or citation to legal authority outlining Customer's tax-exempt status. GovOS is responsible for taxes assessed on GovOS' income, property, or employees.
- f. Suspension. GovOS may suspend provision of Services to Customer if, after ten (10) days written notice of an intent to suspend Services, Customer does not pay in full any undisputed balance that is more than sixty (60) days past due.

## **6. Appropriation**

The payment obligations of Customer under the Agreement are expressly contingent upon the availability of funding. In the event Customer is unable to fulfill its obligations in a future fiscal year because of lack of sufficient funding, Customer may terminate this Agreement effective at the end of its fiscal year by written notice to GovOS. Notwithstanding the foregoing, Customer is responsible for and shall pay for all services performed up through and including the date of termination.

## **7. Software License, Subscription, and Ownership**

### a. System License and Customer Warranties

The System provided under this Agreement includes, but is not limited to, technical information, software programs, equipment, designs, specifications, drawings, documentation, reports, and other materials (individually and collectively "GovOS Intellectual Property"). Certain portions of the GovOS Intellectual Property may be loaded, downloaded or otherwise placed upon Customer or Customer controlled servers and hardware (the "On-Premise IP"). To utilize certain features or applications of the System, Customer will be required to access certain GovOS Intellectual Property from GovOS or GovOS controlled servers (the "Cloud IP"). Both On-Premise IP and Cloud IP are GovOS Intellectual Property.

Customer and its employees and agents will not cause or permit reverse engineering of all or any portion of the GovOS Intellectual Property; will not distribute, redistribute, sell, license disclose,

assign, rent, loan, mortgage, market, or otherwise transfer to any third party directly or indirectly any portion of the GovOS Intellectual Property without prior written authorization by GovOS; and will not export any GovOS Intellectual Property in violation of federal export laws or regulations. The provisions of this Section will survive termination of this Agreement. Any and all rights not expressly granted hereby to the Customer in or to the System, are reserved by GovOS.

b. System On-Premise IP License

Provided Customer is current on its fees pursuant to this Agreement, GovOS grants, and Customer hereby accepts, a limited nonexclusive, nontransferable, revocable license to use the On-Premise IP included in the System for the internal operations of Customer, and only during the Term of the Agreement. The license granted under this Section does not include the right to grant sublicenses to any to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in the Proposal. The On-Premise IP, including all text and other non-Customer content therein (“Content”) may not be reproduced, transcribed, duplicated in more than a single instance within Customer’s environment or retransmitted in any form or by any means (electronic, mechanical, photocopied, recorded, or otherwise) without the prior written consent of GovOS. Customer will maintain the System hosting the On-Premise IP in Customer’s facility at the site of its original installation in an industry standard technology environment, including but not limited to providing adequate and continuous power supply and cooling. If Customer desires to move the System for any reason, Customer will provide no less than 15 days advance notice to GovOS.

c. System Cloud IP Subscription

Provided Customer is current on its fees pursuant to this Agreement, GovOS grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access and use the System’s Cloud IP on the terms and conditions set forth in this Agreement. The subscription provided is only for the use of Customer. Customer shall only allow administrative access to employees of Customer who are authorized to use the Cloud Application and who are trained in the use, confidentiality, security and protection of the Cloud Application(s) and related Content (“Authorized Persons”). The Cloud IP including all text and other non-Customer content therein may not be reproduced, transcribed, duplicated or retransmitted in any form or by any means (electronic, mechanical, photocopied, recorded, or otherwise) without the prior written consent of GovOS. Customer acknowledges that with respect to the Cloud IP that Customer is getting a subscription agreement for access to the Cloud IP. GovOS will not be deliver copies of Cloud IP software to Customer.

d. Ownership

1. Software. Customer acknowledges and agrees that GovOS owns all right, title, and interest in and to the GovOS Intellectual Property therein, including any changes or modifications made to the GovOS Intellectual Property whether conceived independently or as the result of any suggestions, recommendations, or feedback of Customer. All extensions, enhancements, customizations, and derivatives of the Software shall be the sole property of the GovOS, and the Customer shall have no right, title, or interest in said works other than a license or subscription to use the works during the term of the license. Customer shall have no rights to the source code of GovOS software. To the extent the System includes third-party software components provided by GovOS as part of the System, such third-party software will be subject to the provisions of the software licenses

provided by those third-party software vendors. The provisions of this Section shall survive termination of this Agreement.

2. Customer Content. Excluding GovOS Intellectual Property, all information, records, documents, files, data, and other items relating to the business of Customer (including indexes, film, and other data created or acquired by use of the System), whether prepared by Customer or GovOS or otherwise coming into the possession of GovOS in connection with performing the Services during the term of this Agreement shall remain the exclusive property of Customer. GovOS will provide Customer reasonable access to, or copies of, Customer content upon request while in the custody or control of GovOS during the term of the Agreement

## **8. Customer Data and Data Security**

### **a. Customer Data**

Customer Data means all the Customer/User originated content entered, uploaded, and in some instances stored in the system (“Customer Data”). GovOS content is the content we provide as part of or enter into the platform. GovOS does not own any data, information or material that you or other Users submit to the Service in the course of using the Service. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that you or your Users submit.

### **b. Data Security**

GovOS maintains procedures for the effective management of data security incidents, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance GovOS verifies an incident that either compromises or could reasonably be expected to comprise Customer data through unauthorized use, disclosure, or acquisition of Customer data (a “Security Incident”), GovOS will promptly, and no in event more than one-business day, notify Customer of its discovery. After such notification, GovOS will, at its own expense, immediately: investigate to determine the nature and extent of the Security Incident; contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and correcting any weaknesses in security; report to Customer, as then understood, the nature of the Security Incident, the Customer data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what GovOS has done or is doing to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action GovOS has taken or will take to prevent future similar unauthorized use or disclosure. GovOS will continue to provide periodic and material updates to Customer. GovOS will confer with Customer, unless prohibited by law, to coordinate any regulatory or individual breach notifications.

Customer should promptly report all actual or suspected Security Incidents involving Customer or GovOS confidential information via [Legal@GovOS.com](mailto:Legal@GovOS.com) indicating a Security Incident issue and providing Customer contact information.

## **9. Responsibility for Data Backup**

Prior to GovOS providing the System, Customer shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the term of this Agreement, GovOS will back-up all data and images contained in the Cloud-IP portions of the System on a regular basis in accordance with standard industry back-up procedures. Under no circumstances

will GovOS be responsible for the loss of any non-System Client data or software not provided by GovOS.

#### **10. System Performance and Warranties**

GovOS represents and warrants that: The System will perform substantially in accordance with the Proposal and any System documentation. If any component or performance of the System is believed to be defective, Customer shall give GovOS prompt written notice that identifies each defect with specificity. GovOS will investigate and verify each reported defect. Upon verification by GovOS of a reported defect, GovOS shall as determined in its sole discretion, repair, replace, or otherwise correct each verified defect at no cost to Customer.

GovOS will not be responsible for System delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications, force majeure events, or other causes beyond the reasonable control of a GovOS.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CUSTOMER EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. GOVOS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SYSTEM COMPONENTS OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. GOVOS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **11. Equipment**

- a. Unless provided for otherwise in the Proposal, Customer will be responsible for obtaining and maintaining an appropriate technology environment and equipment necessary to run the System. Equipment may include servers, workstation, printers, scanners, and other technology equipment to permit Customer to use the System.
- b. To the extent any Equipment requires consumables for continued operation, Customer will be responsible for the cost and procurement of any consumables. Consumables include, but are not limited to ink, paper and other disposable products used by the Equipment.

#### **12. Service**

GovOS will provide certain Service including installation, training, support, and System related service of the type and amount as set forth in the Proposal. Service will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally acceptable industry standards. Except as provided for otherwise in a Proposal, any Service provided by GovOS which may include installation, maintenance, training, and technical support will be provided for a commercially reasonable amount of time and manner designed to provide Customer the benefit of the Services. GovOS may provide additional Services not provided for in the Proposal as mutually agreed upon in writing by the Parties. Certain Services may be performed by third-party entities.

#### **13. Indemnification**

- a. Service Indemnity. GovOS shall defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") arising directly out of GovOS' negligent performance of any Service provided pursuant to this Agreement. GovOS' indemnification obligation shall only exist for the Term of this Agreement. Nothing in this Agreement shall be construed to require GovOS to provide indemnification for

Claims (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the Customer or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information provided by, or on behalf of, Customer to GovOS.

b. Intellectual Property Indemnity. GovOS shall defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") arising directly out of any infringement claim of infringement of patents, trademarks, copyrights arising out of the use of the System. If any GovOS Intellectual Property, or part thereof, provided to Customer becomes, or in GovOS' reasonable opinion may become the subject of a claim, suit or proceeding for infringement of any intellectual property rights, or are held to otherwise determine to infringe any intellectual property rights, GovOS may, at its option and sole expense (i) secure for Customer the right to continue using the affected GovOS Intellectual Property; (ii) replace or modify the affected GovOS Intellectual Property so as to make them non-infringing without degrading the performance or utility thereof; or if (i) and (ii) are not commercially feasible, then GovOS may cease providing or making the affected GovOS Intellectual Property available to Customer, and in such case Customer may elect to terminate the Agreement with respect to the affected GovOS Intellectual Property and be entitled to a pro rate refund of any related pre-paid fees.

#### **14. Limitation of Liability**

EXCEPT FOR SERVICE FEES AMOUNTS EXPRESSLY DUE HEREUNDER AND CUSTOMER'S VIOLATION OF SECTION 7, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWO-HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00).

UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### **15. Insurance**

GovOS shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$2,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than \$2,000,000.00 combined single limit, (c) Errors and Omissions Liability insurance of not less than \$5,000,000.00, and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements, and Cyber/Privacy insurance of not less than \$5,000,000.00. A Certificate of Insurance confirming these coverages and limits will be provided to the Customer upon request. Customer will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by GovOS in this Agreement. GovOS shall cause insurer to furnish to Customer future certificate(s) evidencing the insurance described herein at any time upon request. GovOS will provide Customer with no less than thirty (30) days-notice of any material change, notice of non-renewal or cancellation.

#### **16. Confidentiality**

a. With respect to information relating to Customer's business which is confidential and clearly so designated ("Customer Confidential Information"), GovOS will instruct its personnel to keep such

information confidential by using the same degree of care and discretion used with similar GovOS information which GovOS regards as confidential and in any event according to federal and state legal and regulatory requirements. GovOS shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by GovOS in the course of its services hereunder.

b. Customer agrees that GovOS' methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by GovOS, which may be disclosed to the Customer, are confidential and proprietary information ("GovOS Confidential Information"). With respect to GovOS Confidential Information, the Customer shall keep such information confidential by using the same degree of care and discretion that it uses with similar Customer information which Customer regards as confidential.

c. Neither party shall be required to keep confidential any information of the disclosing party which: (i) is or becomes publicly available; (ii) is already in their possession; (iii) is independently developed by the receiving party outside the scope of this Agreement and without any reliance on disclosing party Confidential Information; (iv) is rightfully obtained from third parties; or (v) when disclosure of information is required by law. In the event a party believes a disclosure request is required under section (v), including under any freedom of information law, the party will, as permitted by law, provide the other party prompt notice of the request and anticipated date of disclosure to provide time for a response.

d. GovOS shall not disclose Customer confidential information to any third party, other than as provided for in the Agreement or as required by law, without the other party's prior written consent. Each party will provide the other party with prompt notice of any actual or anticipated breach with respect to the other party's Confidential Information. The provisions of this Section shall survive termination of this Agreement.

e. Personal healthcare information (PHI) and other healthcare information may be subject to regulations including the Health Insurance Portability and Accountability Act ("HIPAA"). HIPAA may require the parties to enter into a business associate agreement ("BAA") regarding PHI. Unless indicated otherwise in the Proposal, Customer represents it is not a covered entity as defined by HIPAA and will not provide healthcare records subject to HIPAA without prior notice to GovOS so the parties may determine whether a BAA is required.

#### **17. Modification to Terms of Use**

GovOS reserves the right to revise these TOU from time to time. GovOS will date and post the most current version of these TOU on the GovOS website. Any changes will be effective upon posting the revised version of these TOU on the Services (or such later effective date as may be indicated at the top of the revised TOU). If GovOS, in its sole discretion, deems a revision to these TOU to be material, GovOS will notify Customer by email. Customer's continued access or use of any portion of the Services constitutes Customer's acceptance of such changes. In the event Customer believes a change to these TOU is materially adverse to Customer, Customer may request cancellation of this Agreement without penalty which GovOS will review. GovOS will determine it its sole discretion whether Customer may cancel its subscription without penalty.

#### **18. Support, Maintenance, Service Response Level, and Cloud-IP Availability**

a. Support. As part of Services provided under the Agreement, GovOS will provide support to Customer personnel. General support resources are available via e-mail or phone from 8 AM to 5 PM Customer’s local time, Monday through Friday, excluding holidays. Upon request, GovOS will provide contact information for afterhours use in the event of an emergency. Support includes addressing Customer questions surrounding how to use a feature within the System and troubleshooting any issues relating to bugs or product deficiencies.

Support does not include consulting services such as achieving end-to-end goals, modifying the overall workflow of the System, or high-level accomplishment needs (“Professional Services”). GovOS will notify Customer prior to performing work on any request GovOS considers a Professional Service as well as a proposed cost.

b. Maintenance. On-Premise IP maintenance includes bug fixes, enhancements to existing features and functionality, performance improvements for the software and modifications to apply with applicable laws with solutions as deemed appropriate by GovOS. GovOS will provide notice and coordinate System maintenance with Customer. Maintenance for Cloud-Based IP will be implemented as developed. GovOS will provide reasonable notice in the event maintenance to Cloud-Based IP requiring the System to be taken offline.

c. Service Response Level.

GovOS will use commercially reasonable efforts to meet or exceed the following service level targets:  
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Severity Level	Description	Response Target*	Resolution Target
Priority 0 (P0)	Total loss of system functionality. Significant loss or corruption of data or images.	Within 15 minutes	Within 8-10 hours
Priority 1 (P1)	Significant loss of functionality preventing business goals from being attained. Workaround not acceptable.	Within 2 business hours	Within 14 business days
Priority 2 (P2)	Anomalies in system function or administration that require assistance. Non-urgent product issue or question.	Within 8 business hours	Within 14-21 business days
Priority 3 (P3)	Minor, temporary, or infrequent issues that affect a limited number of users. Administration issues or questions that are not urgent.	Within 12 business hours	To be determined by the Product team based on level of effort and workload.

The calculation of Response Target time periods commences once GovOS acknowledges receipt of a Support request during the Support Operations Team’s normal business hours.

d. Cloud-Based IP Service Availability Level



GovOS will use commercially reasonable efforts to provide 99.5% availability for all Cloud-Based IP applications as measured per calendar quarter (the "Reporting Period"). Availability is measured quarterly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and the Subscription Services do not respond to data requests ("unavailability"), unless such unavailability results from an Exclusion.

Exclusions means Planned Maintenance (defined below), interruptions or delays in providing the subscription services resulting from telecommunications or Internet service provider failures or any third party's acts, errors or omissions or any systems not provided by GovOS, including computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within GovOS' possession or reasonable control, and denial of service attacks against internet infrastructure providers ("*DDOS*").

Planned Maintenance means those times GovOS will require business critical components of the system be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. GovOS will make all reasonable efforts to not perform any Planned Maintenance during business hours. GovOS will provide reasonable advance notice of any Planned Maintenance.

## **19. General**

- a. No Actions, Suits, Proceedings, or Debarment. GovOS warrants there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on GovOS' ability to fulfill its obligations under this Agreement. GovOS certifies as of the date of the Agreement, GovOS is not on the federal government's list of suspended, ineligible, or debarred contractors.
- b. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.
- c. Assignment. GovOS will not assign, transfer, or convey its interest in this Agreement without the prior written consent of Customer, which will not be unreasonably withheld. Notwithstanding the foregoing, GovOS may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets.
- d. Notices. All notices to Customer will be sent to the address identified on the Proposal. Notices to GovOS will be sent to the following address:

GovOS, Inc.  
6300 Cedar Springs Road  
Dallas, Texas 75235  
Attention: Legal Department  
[Legal@GovOS.com](mailto:Legal@GovOS.com)

All notices must be made either via email, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four (4) business days after mailing. Notice sent via email or overnight courier is deemed received twenty-four (24) hours after having been sent.

- e. Headings. The section headings used in this Agreement are merely for reference and have an independent legal meaning and impose no obligations or conditions on the parties.
- f. Force Majeure. Except for payment obligations for Services, any delay in or failure by either party in performance of this Agreement will be excused if and to the extent the delay or failure is caused by conditions beyond its control including but not limited to war, riot, strike, lock-out, fire, flooding, natural disasters, pandemics, force majeure events of subcontractors, or any other cause beyond the reasonable control of the party whose performance is affected.

- g. Anti-Corruption. Neither party has received or been offered any illegal or improper kickback, payment, gift, bribe, or thing of value from an employee or agent of the other party related to this Agreement.
- h. Injunctive Relief. The parties recognize a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any intellectual property may not be adequate for protection of a party, and accordingly each party shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available
- i. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any obligation in accordance with this Agreement will not be a waiver of the party's right to demand strict compliance in the future.
- j. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Termination, 5 Payment Terms, 7 Software license, Subscription and Ownership, 12 Indemnification, 13 Limitation of Liability, 15 Confidentiality, and 19 General.
- k. Severability. If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.
- l. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflicts laws.
- m. Authority and Signatures. The individual signing the Agreement on behalf of each party represents they have authority to enter into the Agreement on behalf of their respective entities and the execution of the Agreement is an act of the entities and constitutes legal, valid, and binding obligations of the parties. Each party agrees the Agreement may be electronically signed, (digital or encrypted) and electronic signatures have the same force and effect as manually written signatures.
- n. Entire Agreement. The Proposal and these TOUs constitute the entire Agreement between the parties regarding the provision of Services and supersedes all prior agreements, representations, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter.