

## GOVERNFUL SOFTWARE USER TERMS & CONDITIONS

### SECTION A - DEFINITIONS

- Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.
- **“Agreement”** means the agreement under which Governful has licensed and/or provided access to the Governful Software Products to Client.
- **“Alert”** means a message that is delivered when Client-defined thresholds are exceeded.
- **“API”** means application-programming interface.
- **“Client”** means the organization signing the Project Acceptance document.
- **“Client Data”** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the Annual Services but excluding Third Party Services.
- **“Confidential Information”** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **“Dataset”** means physical collection of Information, typically modeled as a table of rows and columns of data.
- **“Data Storage”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Effective Date”** means the Amendment Effective Date.
- **“External API Calls”** means any request made by a user that is not logged in against a Annual Service. If applicable, the number of External API calls that are authorized are identified in the Client’s specific Investment Summary.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy as part of the Governful Software License & Service Agreement.
- **“Monthly Active Users”** means a user that is logged in and accesses the Annual Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the Annual Services for the Agreement are identified in the Investment Summary.
- **“Annual Fees”** means the fees for the Annual Services identified in the Investment Summary. Annual Fees may be listed or referred to as Recurring Fees or SaaS Fees.
- **“Annual Services”** means Governful’s off the shelf, cloud-based software service and related services, including support services, as specified under this Agreement. Annual Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement described in Schedule 4 of this Agreement.
- **“Governful Agreement”** means this Governful Software as a Service Terms and Conditions.
- **“Governful”** means Governful, a US limited liability company.

- **“Third-Party Services”** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Governful Agreement.
- **“we”, “us”, “our”** and similar terms mean Governful.
- **“you”** and similar terms mean Client.
- **SECTION B - ANNUAL SERVICES**
- **Rights Granted.** Governful grants to Client the non-exclusive, non-assignable limited right to use the Governful products on a subscription basis according to the terms of this Governful Agreement and the SLA. Client may access updates and enhancements to the product.
- **Annual Fees.** Client agrees to pay Governful the Annual Fees. Those amounts are payable in accordance with Governful’s Invoicing and Payment Policy. The Annual Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client acknowledges that continued access to the Annual Services Is contingent upon your timely payment of Annual Fees. If you fail to timely pay the Annual Fees, we may discontinue your access to the Annual Services. We may also terminate this Governful Agreement if you don’t cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- **Ownership.**
  - Governful retains all ownership and intellectual property rights to the Annual Services.
  - When Client uploads or provides Client Data to the Governful Annual platform, Client grants to Governful a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data solely as required to perform its obligations under this Agreement.
  - The Annual Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users (“Public User”) of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the Annual Services, Governful has no control over a Public User’s use, distribution, or misuse of Client Data. Governful has no liability or obligation to indemnify for such usage. Users have the ability within the Annual Services to remove the public permissions applied to Client Data.
  - Governful reserves the right to develop derivative data assets based only on Client’s publicly available data. These uses might include but aren’t necessarily limited to aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
  - While Governful agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on

Client's public data. Such data assets will not contain any private confidential data of Client.

- Governful may develop derivative data assets and insights based on aggregated, anonymized views of Client's Internally accessible private data for the purposes of the enhancement of the Annual Services, aggregated statistical analysis, technical support and other Internal business purposes.
- Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Governful Agreement, Governful does not create or endorse any data used in connection with the Annual Services. During the term of the Governful Agreement, Client may export Client Data as allowed by the functionality within the Annual Services.
- If Client provides feedback, information, and/or or suggestions about the Annual Services, or any other services provided hereunder, then Governful (and those it allows to use its technology) may use such feedback, Information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.
- Restrictions.
- You may not: (a) except as explicitly provided for herein, make the Annual Services or Documentation resulting from the Annual Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Annual Services; (c) access or use the Annual Services in order to build or support, and/or assist a third party in building or supporting products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Annual Services or Documentation available to any third party other than as expressly permitted by this Governful Agreement; (e) use the Annual Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Annual Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Governful's prior written consent); or (g) attempt to gain unauthorized access to the Annual Services or its related systems or networks.
- Client acknowledges and understands that the Governful Annual Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the Annual Services could cause personal injury (including death) or property damage. The Annual Services are not designed to process or store CJIS, PHI or other sensitive data, and by using the Governful Annual Services, you acknowledge and agree that you are using the Governful Annual Services at your own risk and that you are solely responsible for use of data with the Annual Services in any manner that is contrary to the uses for which the Governful Annual Services are designed and offered for use in this Agreement.

- Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on Annual Services, if, in our reasonable judgment, we discover your use of the Annual Services threatens the security, integrity, stability, or availability of the Annual Services, or is otherwise in violation of this Governful Agreement, we may temporarily suspend the Annual Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Governful will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the Annual Services.
- Reservation of Rights. The Annual Services, other services, workflow processes, user interface, designs, and other technologies provided by Governful pursuant to this Governful Agreement are the proprietary property of Governful and its licensors. All right, title and interest in and to such Items, including all associated intellectual property rights, remain only with Governful. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Governful Agreement. Governful reserves all rights unless otherwise expressly granted in this Governful Agreement.
- Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third-party contractors to access the Annual Services and any technical or policy controls, in compliance with the terms of this Governful Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Governful Agreement by your internal users and contractors.
- Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Governful promptly of any such unauthorized access; (d) may use the Annual Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the Annual Services, Client Data, and instructions to Governful regarding the same.
- Client Data Backup. Client is providing Governful a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Governful and Client.
- Return of Client Data. Upon request, Governful will make the Annual Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Governful Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
- APIs. Governful will provide access to the applicable application-programming interface ("API") as part of the Annual Services under the terms of this Governful Agreement. Subject to the other terms of this Governful Agreement, Governful grants Client a non-exclusive, nontransferable, terminable license to interact only with the Annual Services as allowed by the current APIs.

- Client may not use the APIs in a manner—as reasonably determined by Governful—that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Governful can suspend or terminate Client’s access to the APIs on a temporary or permanent basis.
- Governful may change or remove existing endpoints or fields in API results upon at least 30 days’ notice to Client, but Governful will use commercially reasonable efforts to support the previous version of the APIS for at least 6 months from deprecation notice. Governful may add new endpoints or fields in API results without prior notice to Client.
- The APIs may be used to connect the Annual Services to certain hosted or on-premise software applications not provided by Governful (“Non-Governful Applications”). Client is solely responsible for development, license, access to and support of Non-Governful Applications, and Client’s obligations under this Governful Agreement are not contingent on access to or availability of any Non-Governful Application.
- Any open-source code provided is provided as a convenience to you. Such open-source code is provided AS IS and is governed by the applicable open-source license that applies to such code; provided, however, that any such open-source licenses with not materially interfere or prohibit Client’s limited right to use the Annual Services for its internal business purposes.
- Data Security Measures. In order to protect your Confidential Information, we will: (a) Implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and Integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards’ key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Governful’s obligations with respect to Security Measures is subject to Section B (4.2) above.
- Notice of Data Breach. If Governful knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Governful Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the Annual Services to standard operability, if so required, Governful will provide notice In accordance with applicable federal or State data breach notification laws.
- Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Governful Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities,

including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law (“Confidential Information”). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Governful Agreement. This obligation of confidentiality will not apply to information that:

- is in the public domain, either at the time of disclosure or afterwards, except by breach of this Governful Agreement by a party or its employees or agents;
- a party can establish by reasonable proof was in that party’s possession at the time of initial disclosure;
- a party receives from a third party who has a right to disclose it to the receiving party; or
- is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Governful Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

Section C: This Agreement includes the following attachments:

User Terms & Conditions

Schedule 1: Maintenance & Support Agreement

Schedule 2: Support Call Process

Schedule 3: Disaster Recovery & Hosting Services

Schedule 4: Service Level Agreement

### **Schedule 1**

#### **Maintenance and Support Agreement**

We will provide you with the following maintenance and support services for the Governful Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for five (5) years. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Governful Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Governful Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay

undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Governful Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Governful Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Governful Software without our consent, our obligation to provide maintenance and support services on and warrant the Governful Software will be void;

3.2 provide support during our established support hours;

3.3 maintain personnel that are sufficiently trained to be familiar with the Governful Software, to provide maintenance and support services;

3.4 provide you with updates of all future releases to the Governful Software that we make generally available without additional charge, while this agreement is in effect.

3.5 provide non-Defect resolution support of prior releases of the Governful Software in accordance with any applicable release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require performing remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such an event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Governful Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Other Excluded Services. Maintenance and support fees do not include fees for the following services:

(a) initial Installation or implementation of the Governful Software;

(b) onsite maintenance and support (unless Governful cannot remotely correct a Defect in the Governful Software, as set forth above);

(c) application design;

(d) other consulting services;

(e) maintenance and support of an operating system or hardware, unless you are a hosted customer;

(f) support outside our normal business hours as listed in our then-current Support Call Process; or

(g) installation, training services, or third-party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

6. Current Support Call Process. Our current Support Call Process for the Governful Software is attached as Schedule 2.





## Schedule 2 Support Call Process

### Support Channels

Governful provides the following channels software support:

- (1) Hosted Training Library— an on-line resource, provides a venue for all Governful clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) - for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Governful Technologies website.
- (3) Email —for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone —for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Availability

Governful support is available during the local business hours of 7:30 AM to 7:30 PM (Monday - Friday) Chamorro Standard time. Governful's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

### Issue Handling

#### *Incident Tracking*

Every support Incident is logged into Governful's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Governful's website or by calling software support directly.

#### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support Incident, and certain "characteristics" may or may not

apply depending on whether the Governful software has been deployed on customer infrastructure or the Governful cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the Issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Governful shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Governful shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Governful's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Governful shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Governful shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Governful's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Governful shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Governful shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Governful's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-Critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not critical qualify as any other Priority Level.	Governful shall provide an initial response to Priority Level 4 incidents within two (2) business days. Governful shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

## *Incident Escalation*

Governful Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow upon the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Governful encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone —for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email - clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal - clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

## *Remote Support Tool*

Some support calls require further analysis of the client's database process or setup to diagnose a problem or to assist with a question. Governful will, at its discretion, use an industry-standard remote support tool. Support can quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Governful uses is available upon request.

### Schedule 3 Disaster Recovery & Hosting Services

Governful Hosting Services (also referred to as Annual Services) for the Governful Software will be provided subject to the following terms and conditions.

#### SECTION A - DEFINITIONS

- “Data means your data necessary to utilize the Governful Software.
- “Data Storage Capacity” means the contracted amount of storage capacity for your Data identified in the investment Summary.
- “Defined User” means the number of users that are authorized to use the Annual Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- “Hosting Fees” means the fees for the Annual Services identified in the Investment Summary. Hosting Fees may also be referred to as Annual Fees.
- “Annual Services” means software as a service consisting of system administration, system management, and system monitoring activities that Governful performs for the Governful Software and includes the right to access and use the Governful Software, receive maintenance and support on the Governful Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. Annual Services may also be referred to as Hosting Services. Annual Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- “SLA” means the Service Level Agreement. A copy of our current SLA is attached hereto as Schedule 1.

#### SECTION B - ANNUAL SERVICES APPLICABLE TO GOVERNFUL SOFTWARE

1. Rights Granted. We grant you the non-exclusive, non-assignable limited right to use the Annual Services solely for your internal business purposes for the number of Defined Users only. The Governful Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Governful Software as part of the Annual Services. You may use the Annual Services to access updates and enhancements to the Governful Software. The foregoing notwithstanding, for which you are receiving Annual Services, your rights to use such Governful Software are perpetual, subject to the terms and conditions of this Agreement.
2. Hosting Fees. You agree to pay us the annual Hosting Fees. Those amounts are payable as set forth in accordance with our Invoicing and Payment Policy. The Hosting Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

- 3.1. We retain all ownership, and Intellectual property rights to the Annual Services, the Governful Software, and anything developed by us under this Agreement.
- 3.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the Annual Services.

4. Restrictions. You may not: (a) make the Governful Software or Documentation resulting from the Annual Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Annual Services; (c) access or use the Annual Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Annual Services, Governful Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Annual Services.

- 5.1. You will be hosted on shared hardware in a third-party data center. Databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 5.2. In the event any of your Data has been lost or damaged due to an act or omission of Governful or its subcontractors or due to a defect in Governful's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 5.3. In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Governful Software must be restored.
- 5.4. We conduct penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the Annual Services or environments related to the Governful Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

- 5.5. We test our disaster recovery plan on an annual basis. Our standard test is not client specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 5.6. We will be responsible for restoring back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 5.7. We provide secure Data transmission paths between each of your workstations and our servers.
- 5.8. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data.

### **SECTION C — ANNUAL TERM AND TERMINATION of ANNUAL SERVICES**

1. Term. The term for Governful Annual Services will commence on the first day of the first month following the Effective Date and will remain in effect for five (5) years. Thereafter, the term will renew automatically for additional one (1) year terms at our then-current Annual Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Your right to use the Annual Services will terminate at the end of the term for Annual Services.
2. Failure to Pay Annual Fees. You acknowledge that continued access to the Annual Services is contingent upon your timely payment of the Fees. If you fail to timely pay the Annual Fees, we may discontinue the Annual Services and deny your access to the Governful Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

**Schedule 4**  
**SERVICE LEVEL AGREEMENT**

**I. Agreement Overview**

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

- II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Governful Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Governful Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Governful Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error incidents and Force Majeure.

**III. Service Availability**

The Service Availability of the Governful Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly, it must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

1.1. Service Warranty. Governful warrants to Client that the functionality or features of the Annual Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Governful has the right to update functionality. The support policies may change but will not materially degrade during the term. Governful may deprecate features upon at least 30 days' notice to Client, but Governful will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.Governful.com>.

1.2. Uptime Service Level Warranty. We will use commercially reasonable efforts to maintain the online availability of the Annual Service for a minimum of availability in any given month as provided in the chart below (excluding maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any Issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Governful Agreement, or you have not pre-paid for Annual Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA  
99.9%

Credit  
3% of monthly fee for each full hour of an outage that adversely Impacted Client's access or use of the Annual Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated Annual Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

1.3. Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty is the provision by us of the credit for the applicable month, as provided in the chart above (if this Governful Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

#### IV. **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.



We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

#### V. **Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

#### **SECTION A - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the Annual Fees and fees for other professional services in the Investment Summary.
2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Governful Agreement you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all Annual Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### **SECTION B - TERM**

1. Term. The Initial term of this Governful Agreement is for five (5) years beginning on the Amendment Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Governful Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Annual Services will terminate at the end of this Governful Agreement.

#### **SECTION C – LIMITATION OF LIABILITY**

1. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS GOVERNFUL AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT

NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE GOVERNFUL TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE ANNUAL SERVICES, GOVERNFUL DOES NOT GUARANTEE THAT THE ANNUAL SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE ANNUAL SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.

2. LIMITATION OF LIABILITY. OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS GOVERNFUL AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SOOIA1A MAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS GOVERNFUL AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.
3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

