

This ClearGov Service Terms (the "**Terms**") governs the terms and conditions under which users ("**User(s)**" or "**You**") may utilize the ClearGov Service as set forth herein. By accessing or using the ClearGov Service, whether through a personal computer, mobile device or any other means, You agree to be bound by these Terms.

ClearGov and You are each a "**Party**" and collectively the "**Parties**" under these Terms.

WHEREAS, ClearGov, Inc. ("**ClearGov**") with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 owns and operates the ClearGov Service, as set forth herein; and

WHEREAS, You wish to utilize the ClearGov Service in order to leverage the functionality of one or more ClearGov Apps;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and You hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in these Terms, and not otherwise defined herein, shall have the following meanings:
 - 1.1) "**Account**" means a registered User access point for the ClearGov Service.
 - 1.2) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to:
 - a) Capital Budgeting Lite: An application that enables capital requests and the public display of capital project pages. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion.
 - 1.3) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
 - 1.4) "**ClearGov Service**" means the complete set ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
 - 1.5) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
 - 1.6) "**Documentation**" means any accompanying proprietary documentation made available to You by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
 - 1.7) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.
 - 1.8) "**User Data**" means any data provided to ClearGov by or on behalf of You pursuant to these Terms. User Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the User Data.

2) Service Usage & Licenses.

- 2.1) Account Password and Security. You shall protect Your passwords and take full responsibility for Your own as well as any third-party use of the Your Account(s). You are solely responsible for any and all activities that occur under Your Account(s), except for any activities performed by ClearGov as set forth herein. You agree to notify ClearGov immediately upon learning of any unauthorized use of Your Account or any

other breach of security. From time to time, ClearGov's support staff may log in to Your Account in order to maintain or improve service, including providing You assistance with technical or billing issues. You hereby acknowledge and consent to such access.

- 2.2) ClearGov License. Subject to the terms and conditions of these Terms, ClearGov grants You a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service so You may access the ClearGov Apps via Your Account to utilize the functionality provided within such ClearGov Apps. ClearGov reserves the right, in its sole discretion, to terminate Your access to the ClearGov Service, or to modify or discontinue the ClearGov Service, in whole or in part, at any time and without notice. You agree that ClearGov will have no liability to You or to any third party for any termination, modification, or discontinuance of the ClearGov Service.

3) Term.

- 3.1) Term. The Term shall commence when You begin to utilize the ClearGov Service and shall continue in full force and effect for as long as you use or access the ClearGov Service (the "**Term**").
- 3.2) Survival. Sections 4, 5 and 6 inclusive shall survive any termination or expiration of these Terms.

4) Intellectual Property.

- 4.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in these Terms shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under these Terms shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.
- 4.2) Data Ownership; License and Sensitive Data.
 - a) You represent and warrant that You have obtained all data subjects' consent or otherwise have the full legal right necessary to provide the User Data to ClearGov for ClearGov's use as contemplated by these Terms. You acknowledge that ClearGov shall have no legal liability for its use and/or the display of the User Data as contemplated by these Terms.
 - b) You represent and warrant that the User Data provided by You to ClearGov shall NOT include data that may reasonably be deemed sensitive and/or personal in nature ("**Sensitive Data**"), including but not limited to personal wage garnishments, individual healthcare-related expenses, etc. In the event that User Data includes such Sensitive Data, You shall assume full responsibility for the disclosure of such Sensitive Data and shall hold harmless and defend ClearGov against any cost, loss or expense resulting from any claims by third parties for loss, damage or injury arising out of or relating to the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify that all Sensitive Data has been excluded from the User Data.
 - c) User Data shall remain the property of You, and You

hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to (1) use, copy, modify, and display the User Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 4.3) **Proprietary Rights Notice.** The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to You in these Terms are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, You agrees not to (and to not allow any third party to): (a) sublicense, distribute, or use the ClearGov Service outside of the scope of the license granted herein; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover any source code or trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions provided in these Terms.

5) Representations, Warranties, Indemnification and Liability.

- 5.1) **By ClearGov.** ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, You will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to You under these Terms.
- 5.2) **By Both.** ClearGov and You both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under these Terms; (ii) these Terms are a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into these Terms will not knowingly violate any laws, regulations or third-party contracts.
- 5.3) **Indemnification by ClearGov.** At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend You against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of these Terms, (ii)

ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, You will provide ClearGov with written notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. You reserve the right, at Your own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to You, ClearGov shall not settle any claim, action or demand without the written consent of You, such consent not to be unreasonably withheld.

- 5.4) **Disclaimer.** THE CLEARGOV SERVICE, ITS USE AND THE RESULTS OF SUCH USE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CLEARGOV PROVIDES NO WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5.
- 5.5) **Limitation of Liability.** NEITHER CLEARGOV NOR YOU WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$5,000.00 (USD). THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.3; OR (B) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.
- 5.6) **Essential Element.** The provisions of this Section 5 are an essential element of the benefit of the consideration reflected in these Terms.

6) Miscellaneous.

- 6.1) **General.** If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of these Terms shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and You is one of independent contractors, not partnership, joint venture or agency. This Terms shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International

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- Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to these Terms. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 6.2) Electronic Communication. By accessing or using the ClearGov Service, registering, sending an email or otherwise communicating with ClearGov through the ClearGov Service, You are communicating with ClearGov electronically, and You agree to receive electronic communication from ClearGov, by email. You agree that any electronic communication from ClearGov satisfies any legal requirements that such communication must be in writing. You also agree that any communications or materials that You provide to ClearGov or the ClearGov Service, including email or otherwise, are and will be treated as non-confidential and non-proprietary.
 - 6.3) Marketing Materials. Customer agrees that ClearGov may utilize Customer's name solely to identify it as a ClearGov Customer on the ClearGov Web site, in client lists and other marketing materials. Any other uses of Customer's name and/or logo (other than as included in the content and/or other items furnished to ClearGov by Customer) shall require Customer's prior written consent.
 - 6.4) Assignment. ClearGov may assign these Terms without consent to any subsidiary or parent company of ClearGov or to any successor by way of any merger, consolidation or other corporate reorganization of ClearGov or sale of all or substantially all of the assets of ClearGov or to an entity that assumes, by sale, license or otherwise, the business activities of ClearGov.
 - 6.5) Jurisdiction. These Terms shall be governed by the applicable Massachusetts laws, without regard to its conflict of laws rules. You hereby expressly consent to the exclusive jurisdiction of, and venue in, the courts located in Middlesex County, Massachusetts for all matters and disputes arising in connection with the Terms or Your access to or use of the ClearGov Service. Any claims asserted by You in connection with the ClearGov Service must be asserted in writing to ClearGov within one (1) year of the date such claim first arose, or such claim is forever waived by You. Each claim shall be adjudicated individually, and You agree not to combine Your claim with the claim of any third party.
 - 6.6) Modification. ClearGov shall have the right to modify these Terms at any time. The most current version of these Terms can always be accessed via the following URL: <http://www.ClearGov.com/terms-and-conditions>, and the latest update date will be reflected in the "**Effective Date**" section set forth therein. If You keep using the ClearGov Service after the latest Effective Date, You agree to be bound by the then effective version of the Terms.
 - 6.7) Force Majeure. If the performance of these Terms or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, proclamation, regulation, or requirement of any government agency, or any other act or condition beyond the reasonable control of a Party hereto, that Party upon giving prompt notice to the other Party shall be excused from such performance during such occurrence.
 - 6.8) Contact ClearGov. If You have any questions or comments about our Terms or anything else, You may contact ClearGov at: ClearGov, Inc.; 2 Mill & Main, Suite 630; Maynard, MA 01754; or by email to: Support@ClearGov.com
 - 6.9) Titles & Subtitles. The titles and subtitles in these Terms are used for convenience only and are not to be considered in construing it.
 - 6.10) Effective Date. This agreement was last updated on March 26, 2021.