This ClearForms Service Agreement (the ***“Agreement”***) is made and entered into by and between ClearGov, Inc. (***“ClearGov”***), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and ***Customer*** (as defined in the applicable ClearGov Service Order) (each a ***“Party”*** and collectively the ***“Parties”***). This Agreement governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the ***“ClearGov Service Order(s)”***). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes one or more ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to leverage the functionality of such ClearGov App(s);

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 Customer hereby agree as follows:

# Definitions. Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:

## ***“ClearGov App(s)”*** means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. 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, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.

## ***“ClearGov Service”*** means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Web Site, the Documentation and the Software.

## ***“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).

## ***"Customer Account"*** means an access point for the ClearGov Service that requires registration by the Customer.

## ***“Customer Data”*** means any and all data, information, content and materials uploaded or imported into the ClearGov Service by or on behalf of Customer, including without limitation content for display on a Published Workflow.

## ***“Customer Personnel”*** means Customer’s individual employees and contractors that use the ClearGov Service through the Customer Account.

## ***“Customer State”*** means the state, commonwealth or territory in which the Customer is located.

## ***“Customer Web Site”*** means any Web site owned and operated by Customer.

## ***"Documentation"*** means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.

## ***“End User”*** means an individual who interacts with a Published Workflow (other than Customer Personnel acting in their capacity as such), including (by way of example) for purposes of submitting an application, registration, inquiry or other data, information, content or materials to Customer.

## ***“End User Data”*** means any and all data, information, content and materials uploaded or imported into the ClearGov Service by or on behalf of an End User through the use of a Published Workflow, not including Payment Information.

## ***“Integrated Payment Provider”*** means a Payment Provider that has been fully integrated into the ClearGov App.

## ***“Linked Payment Provider”*** means a Payment Provider that is accessible via the ClearGov App, but has not been fully integrated.

## ***“Payment Information”*** means a credit card number, debit card number, ACH information or other payment instrument information that is submitted by an End User as part of a Transaction facilitated by a Published Workflow through payment processing functionality incorporated therein as contemplated under Section 2.4. Payment Information is not stored on or by the ClearGov Service but instead is passed through directly to the applicable Payment Provider.

## ***“Payment Page”*** means a Web page designed to securely collect and transmit Payment Information to a Payment Provider.

## ***“Payment Provider”*** means any third party that enables payment processing for the purpose of allowing Workflows to include the ability for End Users to make payments to Customer.

## ***“Published Workflow”*** means a Workflow that is launched within the ClearGov Service such that it is accessible via a compatible web browser End User(s).

## ***“Sensitive Data”*** means: (i) Social Security or other tax identification numbers; (ii) account, credit or debit card numbers, with or without any required security code, access code, PIN or password that would permit access to an individual’s financial account, and account information, including balances and Transaction data; (iii) user names, passwords or other credentials for accessing any End User accounts on any third party systems or services; and (iv) any other information with respect to which the unauthorized use or disclosure thereof would be reasonably likely to cause material loss or damage to any third party.

## ***"Software"*** means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

## ***“Transaction”*** means an action completed by an End User as part of a Published Workflow that requires payment of any kind.

## ***“Transaction Fee”*** means the fee charged by ClearGov for each Transaction processed via the ClearGov Service, as set forth in the applicable ClearGov Service Order

## ***“Workflow”*** means a web-based process built within the ClearGov Service under a Customer’s Account, whether or not such process has been completed and/or published.

# Service Usage & Licenses.

## Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any actual or suspected unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.

## Provision of Service. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service solely:

### for purposes of creating and publishing Workflows in furtherance of Customer’s own operations;

### in the manner enabled by ClearGov; and

### in accordance with all applicable Documentation and any reasonable rules or guidelines that ClearGov may provide.

### Without limiting any of its other rights or remedies, ClearGov reserves the right to suspend Customer’s right to access the ClearGov Service if ClearGov reasonably believes that Customer has materially violated the restrictions and obligations in this Agreement (in which case, it shall provide Customer prompt written notice of such suspension).

## Restricted Use. Customer acknowledges that use of the ClearGov Service is provided only for Customer’s own use, and Customer agrees not to use the ClearGov Service for the benefit of any third party, excluding End Users. Customer shall not (and shall not knowingly allow any third party to): (a) permit any non-End User to access or use the ClearGov Service; (b) sell, distribute, rent, lease, service bureau, post, link, disclose or provide access to the ClearGov Service, directly or indirectly, to any third party; (c) alter, modify, debug, reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to any Software (including source code) or other underlying specifications or technology associated with the ClearGov Service; or (d) use any robot, spider, scraper or other automated means to access the ClearGov Service, or engage in any scraping, data-mining, harvesting, screen-scraping, or indexing of the ClearGov Service.

## Payment Processing. ClearGov may directly integrate and offer one or more preferred Payment Providers via the ClearGov Service, and ClearGov may enable connections to other Payment Providers upon request from time to time. In the event that Customer elects to enable the ability for End Users to make payments in conjunction with one or more Workflows, Customer acknowledges and agrees that Customer will be required to:

### select and activate the applicable Payment Provider via the ClearGov Service;

### acknowledge and agree to the terms of use of such applicable Payment Provider and that all payment processing services will be governed by such Payment Provider’s policies, including by not limited to its privacy policies; and

### pay any applicable payment processing fees (the ***“Processing Fees”***) including additional fees for international payments, if any, to such Payment Provider. To be clear, Processing Fees are separate and distinct from the Transaction Fees set forth in the applicable Service Order.

### Customer’s Payment Provider selection will be limited to those Payment Providers offered and/or connected with the ClearGov Service. Customer shall have the option to change its selected Payment Provider by providing at least sixty (60) days written notice to ClearGov (email acceptable) and by completing a new Payment Provider selection process within the ClearGov Service. Customer acknowledges and agrees that ClearGov does not control the performance of any Payment Provider and that ClearGov shall have no liability with respect to thereto. In addition, Customer acknowledges that ClearGov bears no responsibility with respect to any and all disputes, claims, demands, suits, actions or proceedings that an End User may bring in connection with any charges incurred by such End User in connection with a Published Workflow.

## Refunds & Chargebacks. Customer may issue End User refunds through the ClearGov App regardless of the selected Payment Provider. In the event that an End User requests a chargeback, A) if Customer is utilizing an Integrated Payment Provider, Customer may dispute such chargeback requests via the ClearGov App or B) if Customer is utilizing a Linked Payment Provider, Customer must dispute such chargeback requests directly with such Linked Payment Provider. For either refunds or chargebacks, the Transaction Fee will be automatically refunded if Customer is utilizing an Integrated Payment Provider, but Transaction Fee refunds must be requested via an email to ClearGov if the Transaction was processed via a Linked Payment Provider.

# Term and Termination.

## Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the ***“Term”***).

## Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the Term as follows:

### Either Party may terminate this Agreement if the other Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.

### Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.

## Obligations. Upon expiration or termination of this Agreement:

### Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;

### Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site to the ClearGov Service; and

### Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees.

## Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

# Fees and Billing.

## Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.

## Interest and Collections. Customer will be charged $50 for payments by checks that are returned due to insufficient funds. Any late payments will accrue interest equal to one and one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. ClearGov shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys’ fees, in-house counsel costs, expenses and costs) incurred in attempting to collect payment from Customer.

## Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

# Intellectual Property.

## General. Both Parties may only use the other Party’s intellectual property as expressly set forth herein. Nothing in this Agreement 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 this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute documents confirming such ownership.

## 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 Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov Apps, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other 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) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend 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 this Agreement.

## Data Ownership and License.

### Control. Customer Data and End User Data, but not Payment Information, is stored by or on behalf of Customer when it is submitted via the ClearGov Service. Customer acknowledges and agrees that ClearGov has no obligation to monitor or edit the Customer Data or End User Data, and that as between the Parties Customer is solely responsible therefor. ClearGov reserves the right to remove any Customer Data or End User Data which ClearGov becomes aware may violate the terms of this Agreement, violate any law, rule or regulation or infringe, misappropriate or violate any third-party intellectual property right or privacy right.

### Customer-Owned Data. As between the Parties, Customer shall own all right, title and interest in and to Customer Data and End User Data. Customer hereby grants ClearGov a non-exclusive, worldwide license to use, reproduce, modify, create derivative works of, display, perform and transmit the Customer Data and End User in connection with ClearGov’s operation of the ClearGov Service and as otherwise authorized herein. ClearGov may use and disclose Customer Data and End User Data as follows: (i) ClearGov may internally use Customer Data and End User Data for ClearGov’s internal business purposes (such as performing ClearGov’s obligations hereunder, operating the ClearGov Service, analyzing usage of the ClearGov Service and developing and improving ClearGov’s products and services); (ii) ClearGov may disclose Customer Data and End User Data to its third party service providers that assist it in operating the ClearGov Service as is reasonably necessary for such assistance; (iii) ClearGov may disclose Customer Data and End User Data as may be required by law or legal process; (iv) ClearGov may disclose Customer Data and End User Data where it is aggregated with data unrelated to Customer and where neither Customer nor any End User is identified; and (v) in any manner for which Customer provides its prior written consent.

### Sensitive Data. Customer acknowledges that the ClearGov Service is not intended for the storage of Sensitive Data, and Customer agrees not to solicit or encourage the submission of Sensitive Data or itself submit Sensitive Data in connection with any Workflow, provided that Payment Information may be submitted by an End User via a Payment Page. To the extent that Customer submits, solicits or encourages the submission of Sensitive Data, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Sensitive Data has been submitted in connection with any Workflow.

### Usage Data. As between the parties, ClearGov shall own all right, title and interest in and to all data generated by ClearGov in connection with the operation of the ClearGov Service and Customer’s use thereof (the ***“Usage Data”***). Usage Data may include, by way of example and not limitation, when and how often Customer Personnel use the ClearGov Service and which ClearGov Service features are used the most often.

### Back-Ups. ClearGov is not obligated to provide access to Customer Data and End User Data following any expiration or termination of this Agreement. ClearGov reserves the right to delete all Customer Data and End User Data following any such expiration or termination. Customer is responsible for making such back-ups of End User Data as Customer may deem appropriate using any data export functionality which may be made available for such purpose.

### Privacy. Customer acknowledges and agrees that each Published Workflow shall include a direct link to ClearGov’s then-current privacy policy, which may be found at the following URL: <https://cleargov.com/terms-and-conditions>.

# Representations, Warranties, Indemnification and Liability.

## 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, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov’s knowledge, 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 Customer under this Agreement.

## By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.

## By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate any laws, regulations or third-party contracts.

## Indemnification

### By ClearGov. At ClearGov’s cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney’s fees) resulting from any claims by third parties for loss, damage or injury (each, a ***“Claim”***) arising out of or relating to (i) ClearGov’s breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov’s violation of any third party intellectual property 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, Customer will promptly provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its 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 Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld. Customer’s sole remedy for a Claim that the ClearGov Service infringes or misappropriates a third party’s intellectual property rights is the ClearGov indemnity set forth herein.

### Infringement. In the event any portion of the ClearGov Service is held or is likely to be held to constitute an infringement or misappropriation of a third party’s intellectual property rights, or the continued provision or use of the ClearGov Service is enjoined or likely to be enjoined, then ClearGov, at its own expense, shall: (a) procure for Customer the right to continue to use the ClearGov Service; or (b) modify or replace the ClearGov Service so that it is non-infringing and of at least equivalent performance and functionality to that prior to such modification or replacement. In the event that the approaches described in clause (a) and (b) of the preceding sentence are not commercially reasonable, ClearGov may, in its sole discretion, elect to terminate this Agreement and provider Customer a refund of any pre-paid fees.

## Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or Documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, 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.

## Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER 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 THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.3(c); OR (E) 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.

## Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

# Confidentiality.

## Subject to any applicable open public records laws in the Customer State, each Party will keep the specific terms of this Agreement confidential, including the contents of the schedules and exhibits, and not disclose any portion of them to any third party (other than to its attorneys, accountants, advisors and potential investors who are bound to keep such information confidential) without the other Party’s prior written consent, except as required by law, including but not limited to open public record laws.

## In addition, in connection with the negotiation and performance of this Agreement, a Party (the ***“Receiving Party”***) may receive information from the other Party (the ***“Disclosing Party”***) which is confidential or proprietary in nature, including without limitation information about a Party’s products, systems and services (***“Confidential Information”***). The Receiving Party agrees that, during the Term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

## The term ***“Confidential Information***” shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.

## The Parties recognize that the disclosure or use of a Disclosing Party’s Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

# Miscellaneous.

## General. If any provision of this Agreement 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 this Agreement 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 Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement 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 Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

## Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties’ complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.

## Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.

## 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.

## Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability insurance and auto liability insurance in amounts that are consistent with industry standards. ClearGov shall maintain Worker’s Compensation insurance as required by law.

## No Boycott of Israel. ClearGov hereby certifies that ClearGov is not currently engaged in and shall not, for the duration of the Term of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

## Jurisdiction. This Agreement shall be governed by the applicable laws in the Customer State, without regard to conflict of laws rules. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the Customer State before a panel of three arbitrators. Such arbitration shall be administered by JAMS pursuant to JAMS’ Streamlined Arbitration Rules and Procedures. Judgment on an award, if any, may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The Parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

## Modification. ClearGov shall have the right to modify this Agreement at any time by posting revised terms and conditions at the following URL: <https://cleargov.com/terms-and-conditions>. In the event that such modifications involve a material change to the Agreement, ClearGov will provide notice via email that this Agreement has been materially modified. Changes will be binding on the date they are posted (or as otherwise stated in any notice of such changes). Continued use of the ClearGov Service will be considered acceptance by Customer of the then current Agreement.

## Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented or interfered with by reason of fire or other casualty or accident, pandemics, 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.

## Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.

## Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.