

# GovOS

## Business Licensing & Tax and Short-Term Rental

### Terms of Use

**Last Revised October 26, 2022**

Welcome to GovOS, Inc. GovOS is a Delaware corporation having a business address at 8310 N. Capital of Texas Highway, Building 2, Suite 250, Austin, Texas 78371 ("GovOS").

These TOU are incorporated into and a part of the contract between GovOS, Inc. (hereinafter "GovOS," "we," "us," or "our"), and you ("you," "your," or "Customer") under which GovOS provides you a subscription to access either (or both) the GovOS Business Licensing & Tax platform or the Short-Term Rental platform as set forth in your Agreement with us. This includes each application and functionality as provided for in your Agreement and all related content such as text, information, images, applications, templates software and other information, services and materials (collectively, the "Service") and all information made available to you or by you through the platform.

"Customer" shall mean the entity or person that has signed a contract with GovOS for use of the Service, and a User shall include a unique user of the Service whether a Customer or not (as defined by unique URL, IP address or other unique identification). A signed proposal or other signed document agreeing to the provision of Services and these TOU constitute the contract between us and are collectively referred to herein as the "Agreement."

Any new features that augment or enhance the current Service, including the release of new features and resources, shall be subject to this Agreement. You agree to use the Service at your own risk, and you understand GovOS is not responsible for the data or content uploaded or posted by you as a Customer or any User.

#### 1. Subscription to use the Services:

Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, GovOS grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access the Service during the Term of the Agreement (the "Subscription"). The Service is cloud-based. This means we are not going to provide you or any User any software that is downloaded or a license to use our software. Rather, your Subscription authorizes you to access and use the Service which remains in the cloud. The Subscription provided is only for the use of Customer. Customer may only allow its personnel (employees or agents) to have administrative access to the Service who are authorized to use the platform and have registered for an account and understand and agree to these TOU ("Authorized Users").

Customer may also allow non-administrative access to the platform to its customers, constituents, taxpayers, property owners, property managers, registrants, permittees, or licensees (hereinafter a "Business") solely for purposes consistent with Customer's use of the Service.

We spent a lot of time and resources creating our software and the Services, so we want to protect them. This means there are things a Customer and User cannot do relating to the Service. Specifically, you as a Customer are prohibited from and agree not to, and will not allow your Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content in any way except as provided for herein; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Any and all rights not expressly granted hereby to the Customer are reserved by GovOS.

There are some other things Customers, and their Users cannot do because we believe they are wrong. The Service may not be used in any way (i) that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age, or is otherwise indecent (ii) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (iv) to interfere with or disrupt the integrity or performance of the Service or the data contained therein.

If you or any of your Users violate these TOU, we reserve the right, in our sole discretion, to suspend or terminate your Subscription with or without advance notice. If we learn that data stored by the Customer and/or User is in violation of any law, infringes third party rights or violates these TOU, we may immediately bar access to such data without prior notice to the User or Customer. The Customer and/or User shall be promptly notified by GovOS of any such action under this provision.

## 2. Creating an Account to use the Services:

To obtain access to certain Services, you will be required to obtain an account with GovOS (become a "Registered User"). Once a Customer has signed an Agreement, your Users will register with the Service and set up their user profile including username and security credentials. Until a User registers, their access to the Service will be limited to the areas of the Service, if any, that are available to the general public. Each Customer will have at least one (1) administrator who will have the ability to set up individual user accounts up to the amount authorized in the Customer's subscription. When registering with us you must and be sure any Authorized Users: (a) provide true, accurate, current and complete information as requested when establishing an account (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

We may withdraw access of a User at any time in our sole discretion if a User violate these Terms of Use. Each User will need to have their own distinct account. If a Customer has more than one User, they will each need to register for a distinct Account. Each User must keep their account and passwords confidential and not authorize any third party to access or use the Service on their behalf unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Service. The Customer is responsible for all activities that take place with your account. We will not be liable for any loss or damage arising from any unauthorized use of your account(s).

If a third party such as an employer provided you your account, that party has rights to your account and may: manage your account, reset your password, or suspend or cancel your account; view your account's usage and profile data, including how and when your account is used; and read or store content in your account.

### 3. Implementation.

GovOS and Customer will cooperate to ensure timely and accurate implementation and delivery of services. You will be required to provide certain information to allow us to set-up and implement the Services. This may include your local legal requirements, tax and fee requirements, compliance standards, and Business notification preferences. Implementation will also require you provide us merchant processing credentials so we can direct deposit revenues associated with the registration and licensing fees paid through the Service. GovOS has been configured to interface with preferred vendors to provide payment gateway services. GovOS can create an interface compatible with other payment gateway vendors you select which will be billed at a professional services rate of \$225.00 per hour.

You acknowledge our ability to correctly and timely implement forms, templates, workflows and other elements necessary to provide the Services is dependent upon cooperation from you. Customer will participate in user acceptance testing as requested by GovOS. GovOS is not responsible for delays or other consequences resulting from Customer's failure to timely provide accurate information or participate in user acceptance testing. Payment of fees will not be reduced, delayed or modified as a result of Customer's failure to meet this obligation.

### 4. Term and Termination.

The Agreement will be effective upon the execution of the Agreement by Customer. Unless expressly set forth elsewhere in your Agreement with us, the initial term of the Agreement will be for one year. The Agreement will automatically renew for additional terms of the same duration as the initial term unless you, or we provide written notice of an intent not to renew at least ninety (90) days prior to the end of the then current term. Either you, or we may terminate the Agreement for a material breach by the other party if, after thirty (30) days written notice of such breach, the breach remains uncured.

In the event of termination your access to the Service will be terminated. You will return or destroy all GovOS confidential information, and upon request, provide a written certification of the same. If you request a copy of Customer Data within our system within thirty (30) days of termination, we will export all Customer Data within our system in CSV format. Upon request, but at our discretion, we may provide Customer Data in other formats for a fee at our then

current professional services rate. You agree and acknowledge that we have no obligation to retain Customer Data beyond thirty (30) days after termination and that Customer Data may be irretrievably deleted after that time without further notice to you.

## 5. Payment and the Services:

Fees for the initial term are due upon execution of the Agreement. We will send you an invoice for the initial term upon execution of the Agreement. We will send an invoice for any renewal term no less than thirty (30) days prior to the beginning of the renewal term. All invoices are due in full within thirty (30) days of the invoice date.

Your continued use (subscription access) of the Service is contingent upon timely making all payments as provided for in the Agreement. If all or part of any payment is more than sixty (60) days late GovOS reserves the right to suspend your service. We will provide you advance notice of suspension to avoid unnecessary interruption in service. GovOS reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. If all or part of any payment remains past due more than ninety (90) days, we reserve the right to cancel your Subscription. We will provide you at least ten (10) days advance notice prior to cancelling your Subscription.

The price for the Service excludes all taxes and charges (sales or otherwise), unless stated in your contract for service. You are responsible for any taxes owed related to the provision of the Service excluding tax related to our income for selling the Service. Depending on the legal jurisdiction of Customer, we may add and collect tax in addition to payment for the Service. If you are exempt from any or all taxes, you are responsible to provide us a tax-exemption certificate within thirty (30) days of the start date of your Subscription.

In addition to any of our fees, you may incur and responsible to pay charges incidental to using the Service such as charges for merchant processing fees, Internet access/data or other third-party connection fees related to your accessing and using the Service.

## 6. Cloud Availability, Support, Maintenance, and Service Level Targets

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

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

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

b. Customer Support. As part of your Subscription, we will provide Support for you as a Customer. Support resources are available via e-mail or phone from 8 AM to 5 PM Mountain Time, Monday through Friday, excluding holidays.

Support to you includes questions surrounding how to use a feature within the Service. It also includes troubleshooting any issues you run into through bugs or product deficiencies. Support does not include consulting services such as achieving your end-to-end goals, modifying the overall workflow of your solution, or high-level accomplishment needs (“Professional Services”). We will notify you prior to performing work on any request we consider a Professional Service as well as a proposed cost.

c. Maintenance. Services provided to you are cloud-hosted solutions where maintenance and improvements are being rolled out to your platform as they are developed. While some of these improvements enhance your user experience and are noticeable changes to the platform, others are performance related and work behind the scenes. Your Subscription includes access to these improvements as well as continued maintenance to the Service.

d. Service Response Level. GovOS will use commercially reasonable efforts to meet or exceed the following service level targets:

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

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

## 7. Customer Account Responsibilities

You are responsible for all activity occurring under your Customer and related User account(s) and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

In addition, you shall be responsible for abiding by any and all internal policies, procedures and regulations, which are required, by your employer and/or the applicable administrators of your account.

You shall: (i) notify GovOS immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to GovOS immediately and use reasonable efforts to stop immediately any copying or distribution of content that is known or suspected by You or other users to violate this Agreement or the intellectual property rights of third parties; and (iii) not impersonate another User or provide false identity information to gain access to or use the Service.

GovOS understands the importance of data security and controls to make sure data is secure. However, unscheduled security scanning performed by customers, including and not limited to scans, penetration tests, or similar systemic tests may cause responsive countermeasures or otherwise disrupt the Service and are therefore prohibited. If you want to perform any security scanning, you are required to contact us in advance and provide the nature and scope of such scans or test. We may, at our discretion, agree to such testing provided we can mutually agree upon the scope, time, and frequency of any such scanning. Any security scan done without our permission will constitute a breach of these TOU and may be treated as a malicious attempt. We look forward to working through any security requests together.

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

The Service is hosted either by GovOS or a cloud-provider of GovOS' choice. All data stored as part of the Service is backed up on no less than hourly. If a Customer experiences loss of Customer Data, we will use commercially reasonable efforts to promptly restore data from the most recent working backup.

## 9. Intellectual Property Rights

GovOS alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the GovOS technology, the content, the Service,

and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, GovOS technology or its intellectual property rights.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or other software components of the Service, c) content of Service including text and graphics, excluding Customer Data, d) trademarks, names or marks are the sole property of GovOS, and/or third parties having granted GovOS license for its use, and the Customer and/or User shall gain no rights to those intellectual property rights other than the limited right of use as stipulated in this Agreement. The Customer and/or User retain all intellectual property rights regarding Customer Data submitted by a Customer and/or User.

#### 10. Confidentiality and Data Protection

a. Confidentiality. As used herein, "Confidential Information" means all information exposed or provided to a party (a "Receiving Party") by the other party (a "Disclosing Party") (a) within the Service, or (b) otherwise that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, c) GovOS intellectual property, and d) Customer Data. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to a the Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party, as demonstrated by written records, (iii) is received from a third party without breach of any obligation owed to Disclosing Party, or (iv) was independently developed by a Receiving Party without reference to the Confidential Information, as demonstrated by written records.

Except as set forth in the Agreement or otherwise permitted in writing by a Disclosing Party, the Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement. A Receiving Party may disclose Confidential Information to the extent required by process of law provided, Receiving Party, to the extent permitted by law, provides Disclosing Party written notice in advance of responding to the request. Customer will not include GovOS Confidential Information that is exempt by law from its response to any open records request. GovOS will cooperate with Customer to identify exempt information. We reserve the right to share aggregate data from the Service provided it does not identify, in any way, a specific Business or the confidential data of such specific business.

b. Data Protection. To the extent GovOS stores or processes personal data on behalf of Users, GovOS shall disclose such personal data only according to instructions from such Users. We have implemented appropriate technical, administrative and physical controls to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. We will reasonably comply with a Customer request relating to data security requests or audits. We will notify you in advance of complying if we believe a request is overly burdensome and will result in additional fees.

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

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

Personal Healthcare Information (PHI) and other healthcare information may be subject to certain regulations including the Health Insurance Portability and Accountability Act (HIPAA). Customer represents on its own behalf and for its Users that for purposes of this Agreement Customer is not a Covered Entity and that neither Customer, nor its User will store Personal Healthcare Information as regulated by the Health Insurance Portability and Accountability Act and its amendments (HIPAA), without the prior consent, and as applicable, the execution of a Business Associate Agreement by the parties.

#### c. Privacy

GovOS will not forward marketing material from non-affiliated third parties to its Users. GovOS may forward product news relevant to User's use of the Service as GovOS sees fit from time to time. GovOS retains the right to disclose the identity of any Users in any sales or funding efforts or processes of GovOS and in cooperating with law enforcement investigations. However, always with due consideration to the interests of the User.

#### 11. DISCLAIMER

THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND GOVOS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS,



OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU

## 12. Indemnification

To the extent permitted by law, you agree to indemnify and hold GovOS (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Service, (b) your violation of these TOU, or (c) your violation of applicable laws or regulations. GovOS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## 13. LIMITATION OF LIABILITY

EXCEPT FOR SERVICE FEES AMOUNTS EXPRESSLY DUE AND PAYABLE TO GOVOS HEREUNDER AND CLIENT'S VIOLATION OF SECTION 1, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE LESSER OF FEES OR OTHER CHARGES PAID BY CLIENT TO GOVOS DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR TWO-HUNDRED FIFTY AND 00/100 THOUSAND DOLLARS. EXCEPT FOR CUSTOMER'S VIOLATION OF SECTION 1, UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

## 14. Force Majeure

GovOS is not responsible for situations or conditions which fall under force majeure, including but not limited to war, riot, uprising, strike, lock-out, fire, flooding, natural disasters, pandemics, monetary restrictions, import/export embargoes, interruption of electronic traffic, interruptions or breakdowns in energy or communication supplies, attacks of computer viruses, attacks by hackers and force majeure of subcontractors.

## 15. Notice

GovOS may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record for an administrator in GovOS' account information, or by written

communication sent by first class mail or pre-paid post to your address on record in GovOS' account information. Such notice shall be deemed to have been given upon the expiration of four (4) business day after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email).

#### 16. Modification to Terms

We reserve the right to revise these Terms of Use from time to time. We will date and post the most current version of these Terms on the GovOS website. Any changes will be effective upon posting the revised version of these Terms on the Service (or such later effective date as may be indicated at the top of the revised Terms). If in our sole discretion we deem a revision to these Terms to be material, we will notify you via the Service and/or by email to an administrator email address associated with your account. Your continued access or use of any portion of the Service constitutes your acceptance of such changes. In the event you believe a change to these TOU is materially adverse to you, you may request cancellation of your contract without penalty which GovOS will review. GovOS will determine it its sole discretion whether Customer may cancel its subscription without penalty.

#### 17. Assignment

This Agreement may not be assigned by you without the prior written approval of GovOS. GovOS may assign this Agreement without your consent to (i) an affiliated entity, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

#### 18. General

The Agreement between us and you will be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflict of laws. No joint venture, partnership, employment, or agency relationship exists between you and GovOS as a result of this Agreement or use of the Service. The failure of GovOS or Customer to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed in writing. This Agreement supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Termination, 5 Payment Terms, 9 Intellectual Property Rights, 10 Confidentiality; 12 Indemnification, 13 Limitation of Liability, and 18 General.