

Terms of Use

GovOS Studio

Last Revised October 26, 2022

Welcome to GovOS, Inc. Terms of Use. GovOS, Inc. is a Delaware corporation having a business address at 8310 N. Capital of Texas Highway, Building 2, Suite 250, Austin, Texas 78731 ("GovOS").

These TOU are incorporated into and a part of the contract between GovOS, Inc. (including its predecessor entity Bizodo Inc. d/b/a SeamlessDocs), (hereinafter "GovOS," "we," "us," or "our"), and you ("you," "your," or "Customer") under which GovOS provides you a subscription to access the GovOS Studio platform. This includes each application and functionality as provided for in your contract and all related content such as text, information, images, applications, templates software and other information, services and materials (collectively, "Studio" or the "Service") and all information made available to you or by you through the GovOS Studio platform.

The "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).

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 cannot be responsible for the content uploaded or posted by you as a Customer or any User).

1. Subscription to use the Services:

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 software. Rather, your subscription to Studio means we are going to authorize you to access and use Studio which remains in the cloud. Subject to the terms of the contract between you and us, including these TOU, GovOS grants, and Customer accepts, a nonexclusive, nontransferable, revocable subscription to the Services (the "Subscription") as outlined in the contract between us and you. The Subscription provided is only for the use of Customer. Customer shall only allow access to employees of Customer who are authorized to use the platform, are authorized to and have registered for an account and understand and agree to these TOU ("Authorized Users").

We spent a lot of time and resources creating Studio, so we want to protect it. 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; (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 may be required to obtain a Studio account with GovOS (become a "Registered User"). Once a Customer has signed a contract with us, we will create your account and provide you a temporary username and password that will be provided via e-mail along with a link to access the Service. You will need to complete your account registration by providing your name and e-mail address and resetting your password. Until you register and are approved for a Studio account, your 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 as the Customer be sure any Authorized Users: (a) provide true, accurate, current and complete information about yourself as requested as part of establishing your 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 such approval 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, or school gave 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. Payment and the Services:

Your continued use (subscription access) of the Service is contingent upon timely making all payments as provided for in the contract between you and us. 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 and for all other charges (for example, data charges and currency exchange settlements). Depending on the legal jurisdiction of the Customer we may add and collect tax in addition to payment for the Service.

If you don't pay us any amount due, we may not only suspend or cancel your subscription, but we may also use a third party to collect past due amounts. Unless prohibited by law in your jurisdiction, you agree to pay for a reasonable cost for collection any past due amounts, including reasonable attorney's fees, which you agree to be one-third of the outstanding amount owed, in addition to other legal costs associated with collection.

You agree and acknowledge that GovOS has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent. In addition to any Fees, you may still incur charges from third parties incidental to using the Service, for example, charges for Internet access, data roaming, and other data transmission charges.

4. 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 and fee requirements, compliance standards, and configurable preferences. Implementation may also require you to provide us merchant processing credentials so we can

direct deposit revenues associated with the registration, licensing, or other 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 an agreed upon fixed fee or our then hourly professional services rate.

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.

5. Service Levels:

GovOS will at all times reasonably attempt to achieve the highest possible availability and shortest possible access time of the Service, but no warranties of any kind, regarding any specific availability or time of access are granted.

Customers and their Users need to limit their submission rates to avoid service delays or interruptions. This means if you create a webform with receipt (but without signature) and make it available to Users or the public, you need to determine or estimate the volume of responses you may receive for the form. Your subscription authorizes you to utilize up to fifty (50) submissions per minute without prior notice to us. If you estimate your webform response may result in 50-500 submissions per minute you are required to provide us with at least three (3) hours of advance notice to allow us to take steps to avoid delays or service interruption. If you anticipate over five hundred (500) submissions per minute, we will need at least three (3) days advance notice to allow us to take steps avoid delays or service interruptions.

6. Your 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 GovOS user or provide false identity information to gain access to or use the Service.

7. Customer Data and Data Security:

a. **Customer Data.** Customer Data is all the Customer/User originated content that is entered into and in some instances stored in the Studio platform. GovOS content is the content we enter into the Studio 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 ("Customer Data"). 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 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 a regular basis. If a Customer experiences loss of Customer Data, GovOS will use commercially reasonable efforts to restore data from the most recent working backup; provided however, GovOS gives no warranties with respect to recovering or restoring any lost Customer Data. The Customer is responsible to, and always encouraged to make its own backups of all Customer Data stored on the Service and additionally can sync their account with a third-party service to create Customer Data back-ups in real time. GovOS will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

b. 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 indicating a Security Incident issue and providing Customer contact information.

8. Rights of Security Scanning:

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, reports and otherwise may cause responsive countermeasures or

otherwise disrupt the Service and are therefore prohibited. If you want to perform any security scanning, you must contact us and provide the nature and scope of such scans. We may, at our discretion, agree to such scanning 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. We look forward to working through any security requests together.

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 and 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) source codes or other software components of the Service, c) content of the website GovOS.com and the Service including text and graphics, excluding data stored by the Customer and/or User, d) trademarks, names etc. 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 said 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 entered into or stored by such Customer and/or User on the Service. This means we do not have any ownership rights to any document you upload into the Service. You also own the form or template that results from the application of our software to your document. In short, the document input and output are yours, the technology that converts your document input into a form (document output) is ours.

10. Privacy:

GovOS will not forward marketing material from 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. Personal Healthcare Information (PHI):

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 it 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.

12. Support, Service Level Targets, and Service Level Availability:

Your subscription includes Support and a Service Availability Level as follows:

a. Maintenance. Maintenance for Cloud-Based IP will be implemented as developed. GovOS will use reasonable efforts not to perform any planned maintenance during business hours. GovOS will provide reasonable notice in the event maintenance to Cloud-Based IP requires the Application be taken offline.

b. Service Level Targets. 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 Team's normal Business hours.

13. DISCLAIMER:

THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY EXPRESSLY DISCLAIM 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. 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

14. Indemnification:

You agree to indemnify and hold Company (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.

15. LIMITATION OF LIABILITY:

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL **GovOS**, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR (A): ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INTRINSIC VALUE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF **GovOS** HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF **GovOS** AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO THE GREATER OF AN AMOUNT EQUAL THREE MONTHS OF YOUR SERVICE FEE FOR THE SERVICE OR ONE-THOUSAND AND 00/100 DOLLARS (\$1,000.00). THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS

ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

16. 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.

17. Personal Data:

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. GovOS has implemented appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. At the request of the User, GovOS shall in reasonable respect grant the User sufficient information in order for the User to ensure that such technical and organizational measures have been taken. GovOS is entitled to request payment, at GovOS' standard rates for such work.

18. Term and Termination:

The Agreement between you and us shall commence on the effective date stated within the contract and will remain in effect for an initial term as outlined in the Agreement (the "Initial Term"). Unless otherwise indicated in your contract with us, upon the expiration of the Initial Term, this Agreement will automatically renew for successive renewal terms equal in duration to the Initial Term unless terminated as set forth herein. Unless otherwise provided for in the contract document between us, either party may terminate this Agreement effective only upon the expiration of the then current term, by notifying the other party in writing at least thirty (30) business days prior to the expiration of the then current term.

Either Party may terminate this agreement for a material breach of the Agreement if, after providing no less than fourteen (14) days written notice outlining the breach, the breach remains uncured.

Upon termination by GovOS, or at your direction, you may, if you have paid all fees due under your Agreement, request access to your Customer Content, which we will make available to you for download. You must make such request with sixty (60) days following termination. After sixty (60) days from the end of your Agreement with us, GovOS will have no obligation to maintain or retrieve any Customer/User data or content. Requests for Customer Content in different formats or media may be accommodated upon payment by you of an agreed upon additional fee.

19. Notice:

GovOS may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record 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 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

20. Modification to Terms:

We reserve the right to revise these Terms from time to time. We will date and post the most current version of these Terms on the GovOS website at <http://www.govos.com/studio/terms-of-use>. 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 the email address associated with your account. Notice of other changes may be provided via www.GovOS.com (the "Site") or related GovOS blogs. Therefore, we encourage you to check the date of these Terms whenever you visit the Site to see if these Terms have been updated. Your continued access or use of any portion of the Service constitutes your acceptance of such changes. In the event you believe a material 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.

21. 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) a parent entity or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

22. 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 GovOS.com Service, or (b) otherwise that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to the GovOS.com website. 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 contract, these TOU, 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.

23. General:

The Agreement between us and you will be governed by the laws of the State of Texas, U.S.A. without reference to the principles of conflict of laws. Lawsuits brought under this agreement may be brought in any court of competent jurisdiction in Customer's state of residence or Texas. 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 to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by GovOS in writing. This Agreement, together with any applicable contracts, comprises the entire agreement between you and GovOS and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

REVISION HISTORY

DO NOT POST ONLINE

Version	Revision Date	Author	Approved By	Revision Notes
1.0.0	May 12, 2021	Legal (MKS)	Legal (M.Strachan); Operations (N.Depaulo); InfoTech(R.Kirby)	Initial Release
1.0.1	October 26, 2022	Legal (MKS)	Legal(M.Strachan), Finance(J.Stanley); Ops (M. Coury); Strategy (E. Neer); InfoTech (S.Russell)	Addition of Data breach reporting, escalation/service response procedures, remove individual user language

