

TERMS OF SERVICE

You agree that by placing an order through a GovWorx standard ordering document such as a “Quote”, “Order Form”, Statement of Work (“SOW”) or other document mutually agreed by the parties detailing the services, pricing and subscription term you agree to follow and be bound by the terms and conditions set forth herein, called “Order Form” in this document.

1. Provision of Services. Subject to the terms of this Agreement GovWorx hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that GovWorx’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of date of signature on an applicable Order Form (Effective Date) unless otherwise indicated on the Order Form.
2. SaaS Subscription.
 - a. Subscription Grant. “SaaS Applications” means each proprietary GovWorx software-as-a-service application that may be set forth on an Order Form and subsequently made available by GovWorx to Customer, and associated components as described in any written service specifications made available to Customer by GovWorx (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, GovWorx hereby grants to Customer a limited, non-exclusive, non-transferable, and non- sublicensable right to onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (these rights shall collectively be referred to as the “SaaS Subscription”).
 - i. “Authorized Users” means Customer’s direct employees (“Personnel”) who are (1) authorized by Customer to access and use the Services under the rights granted pursuant to this Agreement, and (2) for whom access to the Services has been purchased hereunder. For clarity, Authorized Users expressly exclude any contractors, consultants, temporary workers, outsourced service providers, volunteers, interns, or other third parties, even if performing services for or on behalf of Customer, unless GovWorx expressly agrees otherwise in writing.
 - b. Usage Restrictions: Competitive Access Prohibition. Customer shall not exceed the usage limits (if any) as detailed in the applicable Order Form. Customer may not access the SaaS Applications if Customer is a direct competitor of GovWorx or its affiliates. In addition, Customer may not access the SaaS Applications for any competitive purposes. Customer shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement. Any violation of the competitive use restrictions shall constitute a material breach, and GovWorx shall be entitled to seek injunctive or equitable relief without the requirement of posting bond.
 - c. Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with

this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule, unless otherwise specified on the Order Form.

3. Order of Precedence. In the event of a conflict, the following order of precedence shall apply: (1) the applicable Order Form or SOW solely with respect to pricing, scope, and term; (2) these Terms of Service; and (3) any exhibits, addenda, or ancillary documentation, unless expressly stated otherwise in writing.
4. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within GovWorx Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
5. Payment Terms.
 - a) Fees. Customer shall pay all fees ("Subscription Fees") as set forth in an Order Form within thirty (30) days of the date of GovWorx's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. If any amount owing by Customer is more than 30 days overdue, GovWorx may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Except as otherwise specifically stated in the Order Form, GovWorx may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term, unless otherwise specified in the Order Form.
 - b) Taxes. Unless tax exempt, Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on GovWorx's net income or those exempt by applicable state law.
6. Term and Termination.
 - a. Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired unless it is terminated earlier in accordance with this Agreement.
 - b. Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach.

GovWorx may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, GovWorx, or any third party. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other GovWorx Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to GovWorx under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement after expiration or termination of this Agreement GovWorx may remove Customer Data from GovWorx Services.

7. Maintenance: Modifications: Support Services.

- a. Maintenance, Updates, Upgrades. GovWorx maintains GovWorx' cloud and software infrastructure for the Services and is responsible for maintaining the GovWorx operation and GovWorx database security. GovWorx may periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying GovWorx software that GovWorx makes generally available to its customers of the same module.
- b. Support. Online support for the Services is available to Customer Monday through Friday, from 8:00 AM through 5:00 PM Central Time, excluding GovWorx holidays. Customer may submit a request for email support for the Services 24 hours a day, seven days a week, and the GovWorx support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

8. GovWorx Intellectual Property. GovWorx shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by GovWorx including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of GovWorx and all proprietary rights embodied therein (collectively, the "GovWorx Intellectual Property"). This Agreement does not convey or transfer title or ownership of the GovWorx Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by GovWorx. Other than recommendation use or as required by law, all use of GovWorx trademarks must be pre-approved by GovWorx prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

9. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data, information, content, and materials that are owned or developed by Customer, including any data: (a) provided or made available to GovWorx by or on behalf of Customer; (b) provided by a third party to GovWorx in connection with GovWorx's provision of the Services to Customer; or (c) created, uploaded, generated, entered, or otherwise developed by Customer or its authorized users through use of the Services or within GovWorx's systems, platforms, or applications. Customer Data includes, without limitation, Personnel data and any other information collected, loaded into, stored in, or located in Customer data files maintained or processed by GovWorx in connection with the Services.

Customer Data includes all data that Customer or its users create or produce while using the Services, whether such data originates outside the Services or is generated within the GovWorx environment. GovWorx Intellectual Property, including but not limited to the Services and all derivative works thereof, GovWorx Confidential Information, and Platform Data do not fall within the meaning of "Customer Data." Customer exclusively retains and owns all right, title, and

interest in and to all Customer Data, including any data created within the Services. No rights are granted to GovWorx except as expressly set forth herein. Customer grants GovWorx a limited, non-exclusive, worldwide, royalty-free license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data solely as necessary to provide, operate, maintain, and improve the Services in accordance with this Agreement.

- b) Customer-Provided Content. “Customer-Provided Content” shall mean any data, information, materials, or content that Customer uploads, submits, configures, transmits, or otherwise makes available to GovWorx or the Services, whether directly or indirectly, including without limitation: policies, procedures, manuals, handbooks, guidance documents, protocols, workflows, operating parameters, reference materials, templates, datasets, instructions, and other substantive or operational inputs provided for use in connection with the Services. Customer-Provided Content is Customer Data. Customer represents that it has the rights and permissions necessary to provide Customer-Provided Content to GovWorx for use in connection with the Services, including any rights needed for GovWorx to host, process, display, and use such Customer-Provided Content to provide the Services. Customer is responsible for the legality and accuracy of Customer-Provided Content and for ensuring that its provision and use within the Services complies with applicable law and does not infringe or misappropriate the rights of any third party. GovWorx does not review Customer-Provided Content and Guidance Materials for legal sufficiency or regulatory compliance.
- c) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. GovWorx shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges GovWorx may compile Platform Data based on Customer Data input into the Services. Customer agrees that GovWorx may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
- d) AI-Generated Transcripts and Outputs. Customer acknowledges that the Services may provide transcripts, summaries, annotations, analytics, coaching prompts, and other written or structured outputs generated through automated processes, including artificial intelligence (collectively, “AI Outputs”). While GovWorx is committed to delivering high-quality tools to support Customer’s operations, AI Outputs may occasionally contain errors, omissions, or inaccuracies. AI Outputs are intended to support quality assurance, training, coaching, and internal operational review. They are provided as a supplemental resource and are not intended to serve as an official or complete record of any call, radio transmission, incident, dispatch, or event.
 - i) Customer remains responsible for applying appropriate human review and professional judgment before relying on AI Outputs for any formal, legal, regulatory, or disciplinary purpose. Customer further understands that, although the Services may integrate with or process information from Customer’s existing systems of record—including, without limitation, Computer-Aided Dispatch (CAD) systems and call or radio recording platforms—GovWorx does not replace those systems and is not the official system of record for such data. In the event of any inconsistency between AI Outputs and Customer’s authoritative records, Customer’s applicable system(s) of record will control.
- e) Data Responsibilities. GovWorx will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use,

modification or disclosure of Customer Data by GovWorx personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for GovWorx to rely upon the security processes and measures utilized by GovWorx's cloud infrastructure providers. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. GovWorx will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services.

- f) Breach Notice. GovWorx will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of GovWorx's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - i) Security Breach Limitation. GovWorx shall have no liability for any Security Breach caused by Customer systems, credentials, Authorized Users, or third-party services outside GovWorx's control.
 - g) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on GovWorx's systems using the then existing features and functionality of the Services, GovWorx will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by GovWorx, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, GovWorx will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and GovWorx disclaims all liability in connection with such determination. In addition, to the extent Customer requests that GovWorx retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, GovWorx disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
10. Third-Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that GovWorx is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third-Party Services. GovWorx makes no representations, warranties or guarantees with respect to the Third-Party Services or any content contained therein. GovWorx may discontinue access to any Third-Party Services through the Services if the relevant agreement with the applicable third party no longer permits GovWorx to provide such access. If loss of access to any Third-Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, GovWorx will refund to Customer any prepaid fees for such Third-Party Services covering the remainder of the Subscription Term.
11. Third-Party Systems. The Services may connect with Customer's third-party systems, equipment, or services, including voice or audio recorders, telephony platforms, radio systems, and computer-aided dispatch (CAD) systems (collectively, "Customer Systems"). Unless otherwise

expressly stated in an Order Form or SOW, GovWorx does not charge a separate fee to establish or maintain standard connections to Customer Systems.

- a. Third-Party Integration Fees. Customer acknowledges that third-party providers of Customer Systems may require separate agreements or impose fees for access, connectivity, integrations, APIs, credentials, professional services, maintenance, or support (collectively, "Third-Party Integration Fees"), and Customer is solely responsible for determining whether such fees apply, obtaining and maintaining all required permissions and approvals, and paying all Third-Party Integration Fees directly.
 - b. Modifications During Subscription Term. If Customer changes, replaces, upgrades, or materially modifies any Customer System during the Term, GovWorx will use commercially reasonable efforts to connect the Services to the modified Customer System at no additional charge, provided Customer timely notifies GovWorx, provides reasonable cooperation and technical access, and ensures the applicable third party supports the access methods reasonably required for integration; Customer remains responsible for any associated Third-Party Integration Fees. GovWorx is not responsible for Third-Party Integration Fees or for the availability, performance, security, or acts or omissions of any third-party provider of Customer Systems.
12. Insurance. GovWorx agrees, at its own expense, to maintain in full force and effect, the following insurance coverages with reputable insurers that are licensed to do business in the jurisdiction(s) where the Company operates.
 - a. General Liability Insurance: GovWorx shall carry a General Liability insurance policy(ies) with the following minimum limits: Each occurrence limit: One Million Dollars (USD \$1,000,000). General aggregate limit: Two Million Dollars (USD \$2,000,000).
 - b. Cyber and Data Risk Protection: The Company shall maintain Cyber and Data Risk insurance with minimum limits of: Each claim and/or event: Three Million Dollars (USD \$3,000,000). Aggregate: Three Million Dollars (USD \$3,000,000).
 - c. Proof of Insurance: Upon Customer's request, the Company shall provide certificates of insurance evidencing the coverages required by this section.
 - d. Additional Insured: Where applicable, and upon request, Customer may be named as a certificate holder or an additional insured on the General Liability policy.
13. Nondisclosure.
 - a. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes its Customer Data. GovWorx Confidential Information includes the GovWorx Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

- b. Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

14. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. GovWorx warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. GovWorx DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. GOVWORX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. GovWorx DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE GOVWORX SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH GOVWORX WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, GOVWORX CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, GOVWORX DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD-PARTY SERVICES.

15. Indemnification.

- a. Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify GovWorx from and against any claim, demand, suit or proceeding made or brought

against GovWorx (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 12(a) and the indemnification provision included in Section 12 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
- c. GovWorx Indemnity. If a third party makes a claim against Customer that any GovWorx intellectual property furnished by GovWorx and used by Customer infringes a third party's intellectual property rights, GovWorx will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by GovWorx.
- d. Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

16. Limitations of Liability.

- a. Equitable Relief. Customer acknowledges that GovWorx may seek equitable relief for unauthorized use of the Services that would cause irreparable harm for which monetary damages may be inadequate.
- b. Exclusion of Damages. To the maximum extent permitted by applicable law, in no event will either party be liable under or in connection with this agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, including for any: (a) loss of production, use, business, revenue, or profit or diminution in value; (b) impairment, inability to use or loss, interruption or delay of the services; (c) loss, damage, corruption or recovery of data, or breach of data or system security; (d) cost of replacement goods or services; (e) loss of goodwill, loss of business opportunity or profit, or loss of reputation; or (f) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages, regardless of whether such persons were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- c. Cap on Monetary Liability. Except for damages arising out of liability which cannot be lawfully excluded or limited, or customer's obligations to make payment under this agreement, the total aggregate liability of either party for any and all claims against the other party under this agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, shall not exceed the amount of all payments actually received by GovWorx from customer in connection with this agreement in the twelve (12) month period preceding the date of the event initially giving rise to such liability. The existence of one or more claims will not enlarge the limit.

17. Reimbursement of Costs in Third-Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to GovWorx requesting copies of documents maintained by GovWorx or otherwise requesting GovWorx to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse GovWorx for its out-of-pocket costs associated with compliance with such request, including but not limited to GovWorx's reasonable attorneys' fees.
18. Publicity. Unless otherwise provided in the applicable Order Form, GovWorx may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. Force Majeure. Except for Customer's payment obligations to GovWorx, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third-Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit GovWorx to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. GovWorx may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. Cooperative Purchasing; Participating Public Safety Entities. Customer acknowledges and agrees that GovWorx may permit other governmental public safety entities to purchase the Services under this Agreement through cooperative purchasing, "piggyback," intergovernmental, or similar procurement authority, provided that such entity (i) is located within the same State as Customer or within the same County as Customer, or is otherwise approved in writing by GovWorx, and (ii) is legally authorized to make such purchase under applicable law, regulation, and procurement rules (each, a "Participating Public Safety Entity").
 - a. Separate Order Form Required; Independent Customer Status. Each Participating Public Safety Entity must execute its own Order Form (or other GovWorx standard ordering document) referencing this Agreement. Upon execution of its Order Form, the Participating Public Safety Entity shall be deemed a "Customer" under this Agreement solely with respect to its own Order Form and use of the Services. No Participating Public Safety Entity shall receive any rights to access or use the Services unless and until it has executed such Order Form.
 - b. Independent Obligations; No Cross-Liability. Each Order Form executed under this Section shall be independent and create obligations solely between GovWorx and the Participating Public Safety Entity executing that Order Form. Customer shall not be responsible or liable for the acts, omissions, fees, compliance obligations, data, or use of the Services by any Participating Public Safety Entity. Likewise, no Participating Public Safety Entity shall be

responsible or liable for Customer's acts or omissions. There shall be no joint, several, or collective liability created by participation under this Section.

- c. Order of Precedence. Participation by a Participating Public Safety Entity under this Section does not amend or modify this Agreement. Any Order Form executed by a Participating Public Safety Entity shall be subject to the order of precedence set forth in this Agreement. In the event of a conflict between this Agreement and a Participating Public Safety Entity's Order Form, the order of precedence provision of this Agreement shall control unless GovWorx and the applicable Participating Public Safety Entity expressly agree otherwise in a written amendment signed by both parties.
- d. No Third-Party Beneficiary Rights. This Section authorizes cooperative purchasing only and does not create third-party beneficiary rights for any entity that has not executed an Order Form with GovWorx. No Participating Public Safety Entity shall be deemed a party to this Agreement except with respect to its own executed Order Form.
- e. No Obligation to Permit Participation. Nothing in this Section obligates GovWorx to permit any Participating Public Safety Entity to purchase Services under this Agreement. GovWorx retains sole discretion to approve or decline participation by any entity.

22. General.

- a. Modification to Terms. We may modify these Terms at any time by upon notice to Customer, including by email or through the Services. Any modifications will become effective as of the date specified in such notice. Customer's continued use of the Services thereafter will constitute acceptance of the updated Terms.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, proposals, or representations, whether written or oral.
- c. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Denver, Colorado.
- d. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- e. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) GovWorx at the address specified in the applicable Order Form.
- f. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

- g. **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- h. **Assignment.** Customer may not assign this Agreement without the express written approval of GovWorx. Any attempt at assignment in violation of this Section shall be null and void.
- i. **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

PRODUCT AND MODULE ADDENDUM

1. CommsCoach HIRE.

If Customer subscribes to the CommsCoach HIRE module (“HIRE”), the following terms apply:

- a. **Candidate Access Limited.** Candidates may be permitted to access certain HIRE assessment workflows solely for the purpose of completing assessments initiated or authorized by Customer. Candidates are not “Authorized Users” under this Agreement, and no candidate is granted any rights to access the GovWorx platform, Services, or Customer environment other than the limited assessment experience made available by Customer through HIRE.
- b. **Customer Responsibility for Candidate Interactions.** Customer is solely responsible for (i) determining which candidates may participate, (ii) providing required notices and disclosures to candidates, (iii) managing candidate communications and support, (iv) obtaining any consents required by applicable law, and (v) ensuring Customer’s use of assessment results complies with applicable law, including employment and privacy laws.
- c. **Human Decision-Making.** Customer acknowledges that HIRE provides assessment results, scoring, and insights intended to support Customer’s evaluation processes. HIRE does not make hiring or employment decisions and does not replace human judgment. Customer retains sole responsibility for all hiring, selection, and employment decisions, including any actions taken based on or informed by HIRE outputs.

2. CommsCoach ASSIST.

If Customer subscribes to the CommsCoach ASSIST module (“ASSIST”), the following terms apply:

- a. **AI-Enables Features.** ASSIST includes features that use automated or AI-enabled processing, including transcription and summarization.
 - b. **No Guaranteed Accuracy.** Due to the nature of automated processing, ASSIST outputs may contain errors, omissions, or inaccuracies and may vary based on factors such as audio quality, background noise, speaker clarity, and technical conditions.
 - c. **Human Judgment Controls.** ASSIST outputs are provided to support Customer’s personnel and workflows, and are not a substitute for professional judgment. Customer is responsible for verifying outputs as appropriate and for all decisions, actions, and outcomes that rely on or use ASSIST outputs in operational, training, or supervisory contexts.
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