



# Short-Term Rental Solution

**Forest Park, GA**

**Prepared for:**

**Girard Geeter**

Forest Park, GA  
745 Forest Parkway  
Forest Park, Georgia, 30297

**Submitted by:**

**Noah Wilson**

Account Executive  
214.406.5013

[noah.wilson@govos.com](mailto:noah.wilson@govos.com)



8310 N. Capital of Texas Hwy.  
Bldg. 2, Ste. 250, Austin, TX 78731

[www.GovOS.com](http://www.GovOS.com)



## Who is GovOS?

### Digital Transformation for Government

Building a modern government experience requires software that can be customized to meet the expectations of constituents and the needs of your staff. GovOS is a range of application suites, each designed to help you achieve digital transformation in areas that have historically been tricky to manage.

GovOS offers software solutions to power local government in every step of their digital transformation journey. Our applications perform for any department within any size government. Specializing in employee, business, and citizen engagement, GovOS can help you transform your agency and your community.

### Why GovOS?

Governments use GovOS solutions to power online services for 20+ million constituents. As a partner to hundreds of government agencies we serve across the U.S., we're transforming the way people experience local government with best-in-class digital solutions and services that modernize operations and improve constituent access and engagement.

### Advantages of GovOS

#### Peace of Mind

All GovOS digital solutions are cloud-based, adhering to the highest levels of security protocol and delivering secure, reliable and scalable access to information.

#### Ease of Use

Many of the solutions in the GovOS suite require no technical experience to use or administer. With just a little guidance and setup, customers can be up-and-running quickly.

#### Configuration Options

You have complete control over your functionality and workflows. From customizing and configuring automation options, you can build ideal, easy-to-use online services for everyone.

#### World-class Service

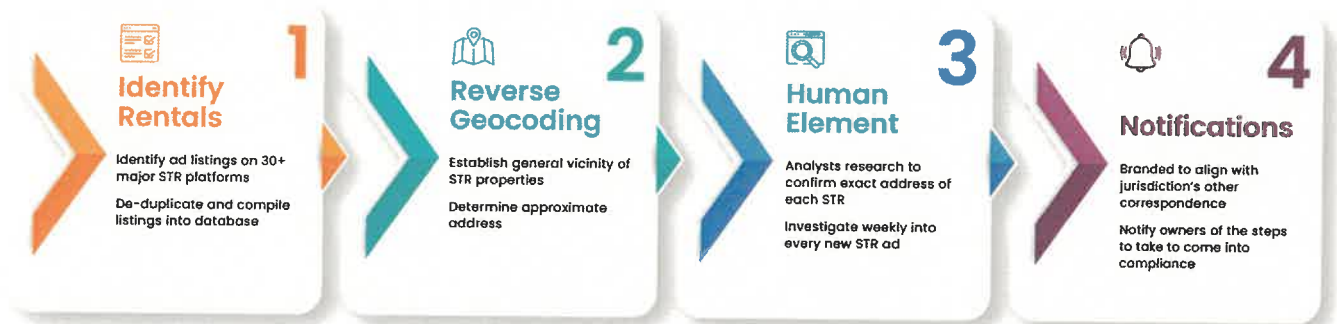
GovOS customers have access to truly superior customer service. From the first day of the project, our team works closely with yours to set you up for success, and help you achieve your goals no matter how lofty.

**From quick wins to complete digital transformation, the GovOS platform fits your department. We look forward to working with you, Girard Geeter and Forest Park, GA, and discovering how GovOS can help you better serve your constituents.**



## Short-Term Rental Overview

The Short-Term Rental (STR) Solution allows municipalities to identify 98% of short-term rental addresses and receive over 90% of their short-term rental compliance rates. Our system is fast, intuitive, and user friendly for both governments and business users. Additionally, our STR Solution provides governments with powerful one-click reporting tools, allowing Forest Park, GA to analyze the financial trends and patterns of your short-term rental market and transient occupancy tax revenue. This interpretable data will help the Forest Park, GA shape future short term industry policies.



### Key Features & Functionality

- Rental Advertisement / Property Identification Database
- Non-compliant Property Report
- Property Owner Notifications & Targeted Outreach
- Registration of properties for owners in convenient portal
- Easy remittance of tax payments to you

### Solution Highlights

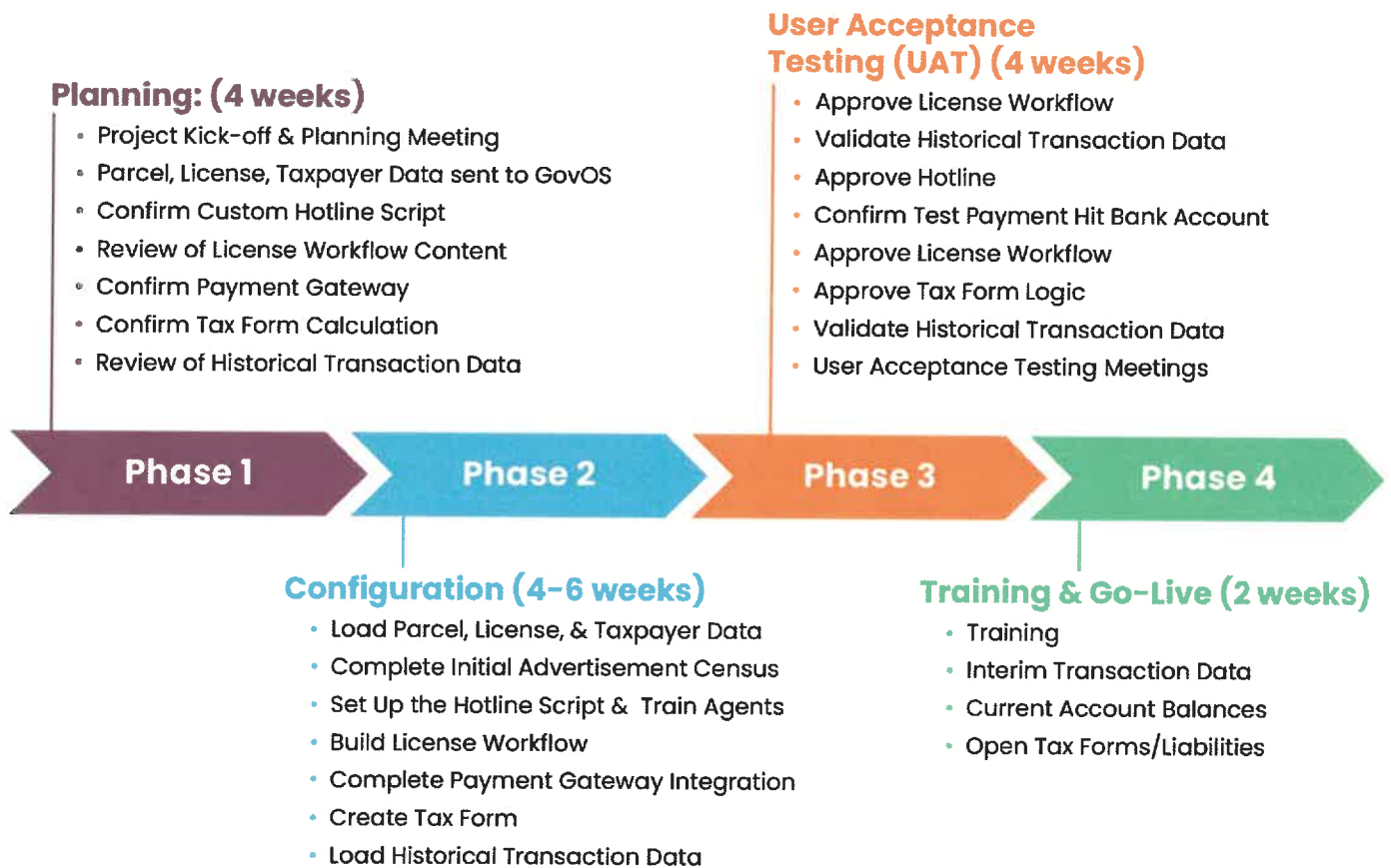
- Fully automated solution accurately matching 98% of short-term rental ads to properties
- Data refresh occurs twice a week ensuring actionable and up to date listings
- Ability to develop fully customizable compliance statuses for Forest Park, GA
- Fully customizable Notification templates and instructions for owners



# Implementation Overview

Every implementation is different, and each workflow has specific needs. GovOS will begin the implementation by defining goals and understanding what success will look like for your team. Our team will review what configuration options are available and tailor your forms and workflows accordingly.

Here is an example of the general implementation effort for a complete STR solution. Your specific solution will be adapted to the products and features purchased. (12 Weeks)



One of the benefits of working with GovOS is that we make every effort to take the heavy lifting away from your staff and onto the GovOS implementation team. The GovOS Services Team will be with you every step of the way to iterate on your processes, train your team, and launch the STR Solution. GovOS's experience implementing our system will help ensure a smooth setup and launch.



## All Available Modules



### Short-Term Rental Discovery

- The GovOS STR system will discover all available Forest Park, GA short-term rental ad listings posted on all 30+ sites.



### Short-Term Rental Identification

- GovOS STR will maintain a Forest Park, GA ad listing and property database in our system of all relevant ad and property data that is discovered.
- All aspects of the system and the database are accessible online by Forest Park, GA staff with unlimited licenses.



### Ad Listing and Property Reconciliation

- The system and our expert review team will analyze all Forest Park, GA ad listings, which are not in the Forest Park, GA existing database, connect the ad listings to property record data, and determine compliance & registration status.
- Weekly PDF evidence capture is conducted on non-compliant listings.



### Data Reporting

- The GovOS Short-Term Rental system has extensive reporting and filtering functionality to provide Forest Park, GA users with readily available short-term rental owner/manager contact data and compliance status.
- Forest Park, GA staff can access the compliance data via our online system can generate weekly reports for the code compliance staff.



### Notifications

- Simple integrated notification system with complete data integration via “smart fields”
- The notification module enables Forest Park, GA to easily create batch notifications



### US-Based Complaint Hotline

- 24/7 bilingual complaint hotline and online complaint reporting form
- Centralized online complaint database with dashboard for Code Enforcement & Compliance



### Online Registration Systems

- Online property owner/manager task portal for new and renewal licensing
- Licensing process: online forms and uploads with user prompts
- Automated reminder notifications and easily customizable notification templates
- Custom application approval and interdepartmental collaboration
- Custom tax forms with auto calculation fields and penalty & interest
- All reporting and registration data can be exported anytime in CSV format



### Payment Integration

- Integration with a GovOS partnered payment gateway





## Comprehensive Support for All Users

Everyone who interacts with the GovOS STR Solution has access to our best-in-class support services should they encounter an issue or need further instruction on how to use the system.

### Support for You & Your Agency

As part of your subscription, you will have access to application support resources within GovOS. Resources include:

- Assigned Account Manager
- Business Support Team | Available by email and phone 6am - 6pm (MT) Monday - Friday
- Personalized FAQ section in the License/Tax Portal developed for your constituents

## What's Included

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting any issues or bugs.

Details about training, troubleshooting, solution creation for achieving end-to-end goals, modifying the overall workflow of your solution, and high-level accomplishment needs are addressed in the Maintenance, Updates, and Training Features section on the following page.



### Business User Support

Businesses that access the STR Solution for registration, tax filing, or other end-user functions are referred to as "Business Users." These users are typically either the property owner or the property management company.

Business Users are supported by a dedicated U.S.-based team whose goal is to assist Business Users in utilizing the STR platform. Our team will help guide Business Users through the process of registration, paying taxes, and assist them if they encounter any issues along the way.



### 24/7 Complaint Hotline

If you choose to include our 24/7 Bilingual STR Complaint Hotline in your proposed solution, our live operators will be waiting to take calls from your community members and route them appropriately. No more low-priority calls to 911 or law enforcement; instead, agents collect information efficiently to inform property owners so they can respond accordingly.

*Please note that we will handle all support types to the extent possible, but it is your agency's responsibility to explain and enforce ordinance requirements to your Business Users and community.*



## Maintenance, Modifications, and Training Features

As part of your agreement with GovOS, you have access to the GovOS Professional Services Team to perform Maintenance, Modifications, and Training.

### **Maintenance & Modifications\* include, but are not limited to:**

- Modifying Business Center Messages, Frequently Asked Questions and Notification Templates.
- Adding or removing admin users from platform.
- Quarterly Parcel Data Updates to maintain accurate owner information.
- Feature enhancements released to all clients.
- Ongoing Review of Short-Term Rental Compliance Activity and help bringing non-compliant properties into compliance.

### **Training options include, but are not limited to:**

- Onsite or virtual training sessions to get your staff fully comfortable with administering the Application (Travel Expenses to be billed as incurred).
- Solutioning Sessions to help with System Technical Questions. This will help you to overcome questions such as "how do I handle this scenario?". Modifications may come out of these meetings.
- Assistance with Procedural Questions.
- Creation of training material and collateral to give your team takeaway guides.

*\*Requests for Custom modifications may incur an additional cost.*





# Project Pricing

The solution is a package of the below service applications.

## Forest Park, GA – Short-Term Rental Price Quote

Products	QTY
<p><b>STR Compliance</b> Ongoing compliance identification and monitoring for short term rental properties.</p>	1
<p><b>STR Hotline</b> Ongoing support of the 24/7 bilingual short term rental complaint hotline, hotline script &amp; online complaint form.</p>	1
<p><b>STR Identification</b> Ongoing monitoring of new short term rental listings and properties, and an unlimited number of notification templates for compliance outreach.</p>	1
<p><b>STR Max</b> Web based training for jurisdiction staff (up to 6 hours).</p> <p>Unlimited, ongoing web and phone support are provided to all administrative staff and short term rental operators as part of monthly hosting and support.</p> <p>Unlimited user logins for admins and operators.</p> <p>Software hosting and license fees.</p> <p>Service and IT infrastructure, including 24/7/365 maintenance and support.</p> <p>Daily backups managed by our expert IT team.</p> <p>Enhancements released to all equivalent GovOS versions.</p>	1
<p><b>STR Registration</b> Automated renewals.</p> <p>Automated registration task reminders to business owners and/or operators.</p> <p>Access to the admin functionality in the system, including but not limited to reports, reconciliation, notifications, approvals, cashiering, etc.</p>	1



## GovOS Short-Term Rental Solution

### STR Tax

Automated tax form reminders to business owners and/or operators. Automated assigned tax forms.

Online tax form with automatic tax and late fee calculations.

1

**Annual Total: \$27,554.17**



# Customer Acceptance

Contact Information	
Organization Name	City of Forest Park
Street Address	745 Forest Parkway
City, State, Zip	Forest Park, GA 30297
Primary Contact Name	LaShawn Gardiner
Primary Contact Email	lgardiner@forestparkga.gov
Billing Details	1-year annual terms to renew automatically unless either party notifies the other of the intent not to renew at least 30 days prior to current term expiration. Start date is the date Agreement is signed.  Annual Total: \$27,554.17
Billing Details	
Billing Contact Name	Noah Wilson, Account Executive
Billing Contact Email	noah.wilson@govos.com
Billing Contact Phone	214-406-5013
Invoice Delivery Method	<input type="checkbox"/> Email/Electronic (default) <input checked="" type="checkbox"/> Mail
Preferred Payment Method	<input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH

Without a signed Agreement, pricing is good until September 29th, 2023.

Subscription Start Date will be the date you sign the Agreement

Subscription fees are pre-paid annually.

Invoice Date is the Subscription Start or Renewal Date. All invoices are due Net thirty (30) days of the Invoice Date.

This Agreement will automatically renew for additional one-year terms (each a "Renewal Term") unless either you or we notify the other of an intent not to renew at least thirty (30) days prior to the expiration of the then current term.

Pricing for Renewal Terms for years 3-5 accounts for a 5% uplift, year 2 will not incur an increase.

All standard Terms of Use can be found at <https://govos.com/business-licensing-and-law/terms-of-use/> and are hereby incorporated into this order.



## Customer Acceptance

### Customer Signature

\_\_\_\_\_  
Signature of Authorized  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### GovOS Signature

\_\_\_\_\_  
Signature of Authorized GovOS  
Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Terms of Use

## GovOS Business Licensing

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



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

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

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

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.	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



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.**

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

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 compromise 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'

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



## **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 in 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.