

GOVWELL ORDER FORM

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“**GovWell**”) and the customer identified below (“**Customer**”) (each a “**Party**” and collectively the “**Parties**”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

Customer: City of Hutchins, TX	Effective Date:
Customer Contact Name: Blake Moore	Customer Contact Email: bmoore@cityofhutchinstx.gov
Customer Contact Phone: (972) 225-6121 ext. 131	Billing Contact Name:
Billing Contact Email:	Billing Contact Phone:

1. SOFTWARE MODULES AND SERVICES

The table below outlines the GovWell software modules and services included in Customer’s purchase:

Software Module	Description	Annual Subscription Fee	Deployment Services Fees	Data Migration Services	Data Migration Fees
Building Permits & Inspections	Manage building permits, inspections, plan review, and certificates of occupancy for vertical construction. Does not include site development, engineering permits, or contractor licensing.	\$10,000	\$4,000	Data + Files	\$3,500
Contractor Registration	Manage contractor registrations/licenses and renewals for contractors seeking to pull building permits. Tracks insurance verification and license status.	\$2,000	\$400	None	N/A
Code Enforcement	Manage code enforcement cases for property maintenance, nuisance, and zoning violations. Does not include lien tracking, parking tickets or rental registration programs.	\$6,000	\$1,200	Data Only	\$1,900
AI Community Assistant - Premium (1 (one) year trial)	Provide 24/7 support to your community in 80+ languages.	\$5,000 \$0	N/A	N/A	N/A
TOTALS		\$18,000	\$5,600		\$5,400

2. SCOPE OF WORK

By signing this Order Form, the Customer agrees to the Scope of Work (“SOW”) attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell’s obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

Item	Quantity / Scope
Deployment Services	25 hours, conducted via Zoom.
Data Migration Services	17 hours
Staff Training	Four (4) 60-minute sessions conducted via Zoom
Continuous Deployment Services	20 hours / year
Product Support	Included for free.

3. INITIAL TERM

For AI Community Assistant: One (1) year, beginning on Effective Date.

For all other modules: Two (2) years, beginning on the Effective Date.

4. SUMMARY OF FEES AND TERMS

Item	Description
Deployment & Data Migration Services Fees (one-time)	\$11,000
Annual Subscription Fees	\$18,000
Total Year 1 Cost	\$29,000
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on signing. Invoice schedule: • \$29,000, invoiced on October 1, 2026 • \$18,000, invoiced on October 1, 2027
Renewal Procedure	Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date

5. TERMS OF SERVICE

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer’s agreement to the Terms of Service located at <https://www.govwell.com/terms> (as amended from time to time, the “**Terms of Service**”). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person

signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

CUSTOMER:

GOVWELL TECHNOLOGIES INC.:

By (Signature):

By (Signature):

Name (Printed):

Name (Printed):

Title:

Title:

Date signed:

Date signed:

Exhibit A: Scope of Work

Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work (“SOW”) outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer’s use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the “Deployment Services”).

1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer’s goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.
- **System configuration.** GovWell will configure the software to reasonably align with the Customer’s expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer’s requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.
- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.
- **Integration with Geographic Information System (GIS).** GovWell will configure a one-way, read-only integration that pulls GIS data from the Customer’s GIS system into GovWell. No data will be written back to the Customer’s GIS system. GovWell will coordinate directly with the Customer’s designated GIS contact to initiate the integration. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data and access in a timely manner. GovWell’s ability to complete the integration is dependent on the completeness and responsiveness of the Customer’s GIS team.
- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell’s integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope)).
 - Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.
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2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.
- Preparation of a written data migration plan for Customer approval.

- One-time import of structured tabular data into GovWell.

2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.
- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two (2) main exports: one (1) export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.
- **Meeting participation.** Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.
- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.
- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

2.3 Exclusions & Terms

In connection with GovWell’s standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.
- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).
- Digitization of physical documents.
- Transforming scanned or handwritten documents into structured data.
- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.
- Training sessions for Customer residents or the public.

- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability, including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under five (5) days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g., modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

2.6 Post-Migration Support and Customer Responsibilities

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended. GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the

approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

2.7 Service Hours

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

2.8 Data Security

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers.
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

3. Continuous Deployment & Product Support Services

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

3.1 Overview

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two (2) types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.

- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

4. Out-of-Scope Services & Hourly Rates

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: \$150 per hour
- Data Migration Services: \$200 per hour
- Continuous Deployment Services: \$150 per hour

5. Miscellaneous

5.1 Authorization

Each Party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Order Form.

5.2 Assignment

GovWell may not assign this Order Form in whole or in part without the prior written consent of the Customer. In the event of an assignment by GovWell to which the Customer has consented, the assignee shall agree in writing with the Customer to personally assume, perform, and be bound by all the covenants, and obligations contained in this Order Form.

5.3 Successors and Assigns

Subject to the provisions regarding assignment, this Order Form shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

5.4 Governing Law

The laws of the State of Texas shall govern this Order Form without regard to any conflict of law rules; and venue for any action concerning this Order Form shall be in the State District Court of Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the

United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said court.

5.5 Amendments

This Order Form may be amended by the mutual written agreement of the Parties.

5.6 Severability

In the event any one or more of the provisions contained in this Order Form shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Order Form shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.7 Survival of Covenants

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Order Form shall survive termination.

5.8 Recitals

Any recitals to this Order Form are incorporated herein.

5.9 No Waiver of Immunity

The Parties agree that the Customer has not waived immunity by entering into and performing its respective obligations under this Order Form.

5.10 Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Order Form, GovWell is acting independently, and that the Customer assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by GovWell pursuant to this Order Form shall be in the capacity of an independent contractor, and not as an agent or employee of the Customer. GovWell shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Order Form.

5.11 Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Order Form shall be canceled, and GovWell may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Order Form or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

5.12 Indemnification

THE CUSTOMER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE GOVWELL PURSUANT TO THIS ORDER FORM. GOVWELL HEREBY WAIVES ALL CLAIMS AGAINST THE CUSTOMER, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS THE "CUSTOMER") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CUSTOMER. GOVWELL AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CUSTOMER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY GOVWELL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS ORDER FORM OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF GOVWELL, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES,

SUCCESSORS, OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CUSTOMER). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CUSTOMER IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, GOVWELL, ON NOTICE FROM THE CUSTOMER, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT GOVWELL'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CUSTOMER. GOVWELL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CUSTOMER UNDER THIS ORDER FORM. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS ORDER FORM.

GOVWELL WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("THIRD-PARTY CLAIM") THAT THE SERVICES UNDER THIS ORDER FORM, OR ANY USE OF THE SERVICES UNDER THIS ORDER FORM IN ACCORDANCE WITH THE ORDER FORM, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S US PATENTS, COPYRIGHTS, OR TRADE SECRETS, PROVIDED THAT CUSTOMER PROMPTLY NOTIFIES GOVWELL IN WRITING OF THE THIRD-PARTY CLAIM, REASONABLY COOPERATES WITH GOVWELL IN THE DEFENSE OF THE THIRD-PARTY CLAIM, AND ALLOWS GOVWELL SOLE AUTHORITY TO CONTROL THE DEFENSE AND SETTLEMENT OF THE THIRD-PARTY CLAIM.

IF SUCH A CLAIM IS MADE OR APPEARS POSSIBLE, CUSTOMER AGREES TO PERMIT GOVWELL, AT GOVWELL'S SOLE EXPENSE AND DISCRETION, TO (A) MODIFY OR REPLACE THE GOVWELL IP, OR COMPONENT OR PART OF THE GOVWELL IP, TO MAKE IT NON-INFRINGEMENT, OR (B) OBTAIN THE RIGHT FOR CUSTOMER TO CONTINUE USE. IF GOVWELL DETERMINES THAT NEITHER ALTERNATIVE IS REASONABLY AVAILABLE, GOVWELL MAY TERMINATE THE ORDER FORM IN ITS ENTIRETY OR WITH RESPECT TO THE AFFECTED COMPONENT OR PART, EFFECTIVE IMMEDIATELY ON WRITTEN NOTICE TO CUSTOMER, SO LONG AS, IN EACH CASE, GOVWELL PROMPTLY REFUNDS OR CREDITS TO CUSTOMER ALL AMOUNTS CUSTOMER PAID WITH RESPECT TO THE GOVWELL IP THAT CUSTOMER CANNOT REASONABLY USE AS INTENDED UNDER THE ORDER FORM.

GOVWELL'S INDEMNIFICATION OBLIGATION UNDER THIS SECTION WILL NOT APPLY TO THE EXTENT THAT THE ALLEGED INFRINGEMENT ARISES FROM CUSTOMER'S USE OF THE SERVICES UNDER THIS ORDER FORM IN COMBINATION WITH DATA, SOFTWARE, HARDWARE, EQUIPMENT, OR TECHNOLOGY NOT PROVIDED OR AUTHORIZED IN WRITING BY GOVWELL OR MODIFICATIONS TO THE SERVICES UNDER THIS ORDER FORM NOT MADE BY GOVWELL.

5.13 Notice

Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for Customer:

City of Hutchins, Texas
Attn: James Quin, City Administrator
400 N JJ Lemmon Road
Hutchins, Texas 75141
Telephone: (972) 225-6121
Email: jquin@cityofhutchinstx.gov

With a copy to:

Nichols | Jackson, L.L.P.
Attn: Joseph J. Gorfida, Jr., City Attorney
500 North Akard Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 965-9900
Email: jgorfida@nicholsjackson.com

If intended for GovWell:

GovWell Technologies, Inc.

Attn: _____

Telephone: _____

Email: _____

5.14 Counterparts

This Order Form may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

5.15 Exhibits

Any exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

5.16 Audits and Records

GovWell agrees that during the term hereof, the Customer and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine, and reproduce any and all of GovWell's records relating to the services provided pursuant to this Order Form for a period of one year following the date of completion of services as determined by the Customer or date of termination if sooner.

5.17 No Conflicts of Interest

GovWell represents that no official or employee of the Customer has any direct or indirect pecuniary interest in this Order Form.

5.18 Compliance with Federal, State & Local Laws

GovWell shall comply in performance of services under the terms of this Order Form with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

5.18 Force Majeure

No Party will be liable for any default or delay in the performance of its obligations under this Order Form if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

5.19 Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations

- (a) GovWell verifies that it does not Boycott Israel and agrees that during the term of the Order Form will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) GovWell verifies that it does not Boycott Energy Companies and agrees that during the term of this Order Form will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) GovWell verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government

Code Section 2274.001, as amended; and will not discriminate during the term of this Order Form against a firearm entity or firearm trade association.

- (d) This section does not apply if GovWell is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) GovWell has ten (10) or more fulltime employees and (ii) this Order Form has a value of \$100,000.00 or more to be paid under the terms of this Order Form.

5.20 No Excluded Nation or Foreign Terrorist Organization

GovWell certifies that it is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.