

GOVDOCS, INC. TERMS AND CONDITIONS

Upon executing a Subscription Order, GovDocs and Customer agree to these Terms, which govern the provision of and Customer's access to and use of the Services. Capitalized terms have the meanings set forth in Exhibit A.

1. **Subscription Orders and Services.**

1.1. **Provision of and Access to Services.** GovDocs will provide, and hereby grants to Customer, a non-exclusive, non-transferable, limited right, during the applicable Subscription Term, to access and use the Services described in each Subscription Order, in each case in accordance with this Agreement.

1.2. **Changes to Services.** GovDocs may modify, update, and/or enhance the Services at any time, provided that unless required by Applicable Law, GovDocs shall not materially diminish the functionality of the Services during the applicable Subscription Term.

1.3. **Order of Precedence.** In the event of any conflict in their respective provisions, these Terms (including Exhibit A) shall control, except where a Subscription Order specifically states that it supersedes a particular provision of these Terms, in which case it shall do so only for that Subscription Order. These Terms and each Subscription Order shall supersede any other documents incorporated herein or therein by reference (including the Privacy Policy and Acceptable Use Policy), except as expressly stated therein.

2. **Fees and Payment Terms.**

2.1. **Fees.**

2.1.1. **Prepayment for Data Subscriptions.** Customer shall pay GovDocs the Fees for any Data Subscriptions prior to commencement of the applicable Subscription Term and will not be granted access (or permitted continuing access, if a Renewal Term) to the applicable Platform prior to payment.

2.1.2. **Outstanding Balances.** All outstanding amounts due to GovDocs from a prior Subscription Term and from any other Subscription Orders, whether or not for the same Services, must have been paid in full prior to the commencement of any Services under a new Subscription Order or for a Renewal Term. Any delay in or suspension of any Services due to Customer's failure to make payment prior to the commencement of the Initial Subscription Term or Renewal Term shall have no effect on the Subscription Term end date or the due dates for Fees payable to GovDocs.

2.1.3. **Payment Terms.** Except as otherwise set forth in the Agreement, including Section 2.1.1, all undisputed Fees are due to GovDocs within thirty (30) days of the invoice date. If Customer reasonably believes the invoiced amount is incorrect, it shall pay all undisputed Fees when due, and provide GovDocs with a written notice of the disputed Fees on or prior to the date they would otherwise be due. The Parties will then work in good faith to resolve such dispute in a timely manner. All payments to GovDocs shall be made in U.S. Dollars via wire transfer, ACH, or such other method as may be agreed in the applicable Subscription Order.

2.2. **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of Sales Taxes, which are the responsibility of Customer. If GovDocs is obligated to collect or pay any Sales Taxes, the Sales Taxes will be invoiced to Customer and Customer will pay such Sales Taxes to GovDocs.

2.3. **Late Payment.** Without limiting any other remedies that may be available, any Fees which are overdue and undisputed are subject to interest charges at the rate of one percent (1%) per month (or the highest amount allowed by Applicable Law, if less). For the avoidance of doubt, Customer is solely responsible for the timely performance of any third parties and/or technology used to facilitate the processing of invoices and/or making of payments, and no act, omission, error, or delay of such a third party or technology shall excuse a late payment or modify an invoice due date.

2.4. **Carrier Charges.** The Fees set forth in a Subscription Order include standard shipping to the Customer Locations via the method indicated, or if specified in the Subscription Order, to a centralized location. Should Customer elect not to use one of the standard shipping options and instead elects to use its own carrier and/or account, no shipping fees are included in the Fees. This includes, without limitation, any accessorial charges or other amounts invoiced to GovDocs by Customer's chosen carrier. All such charges will be payable by Customer to GovDocs on demand. In addition, any required reshipment, whether due to an undeliverable address or otherwise and regardless of carrier, will be charged to Customer at the then-current rate for standalone orders of the items included in the missed shipment, unless the reshipment was due to a mistake by GovDocs in transmitting the shipment to the address specified by Customer.

2.5. **Renewal Fees.** No later than sixty (60) days prior to the end of the then-current Subscription Term of an Order, Customer shall provide GovDocs an updated list of Customer Locations. Based on this list, or if none is provided prior to the required date, based on the then-current list of Customer Locations, GovDocs will provide a renewal notice at least forty-five (45) days prior to the end of the then-current Subscription Term, which notice shall set forth the pricing for the next Renewal Term, which will automatically take effect unless otherwise agreed in writing. The pricing included in the renewal notice will be based on Customer's then-current shipping method unless an alternate method was included with the list of Customer Locations. If Customer elects to add additional Customer Locations following the Renewal Notice, GovDocs will provide updated pricing information to Customer via email, which will automatically take effect unless Customer notifies GovDocs that it does not wish to proceed with the additional Customer Locations, in which case the Customer Locations and pricing will revert to the original Renewal Notice unless terminated pursuant to Section 7.

3. **Use of Services.**

3.1. **Permitted Uses.** Subject to the other provisions of this Agreement, the Services may be accessed, and Materials printed, displayed, and shared solely for Customer's own use via Customer's internal network (except for Physical Postings and other tangible Material, which will be sent to Customer as described in the Subscription Order, and which may not be copied or reproduced for any purpose) and in a manner that does not allow Customer's locations other than the Customer Locations, or any third parties, to use or access the same. All copyright and trademark notices must be retained on any transmitted or printed items. Customer may not use the Services for any other purpose or for the benefit of any other parties. For the avoidance of

doubt, the foregoing limitations do not limit Customer's and its Authorized Users' obligations under the Acceptable Use Policy.

3.2. User Seats and Customer Locations. Without limiting Section 3.1, the Services may be accessed and used solely by the Authorized Users and in connection with the Customer Locations. If Customer operates multiple locations in a single jurisdiction, each location must be included as a separate Customer Location. Customer is responsible for providing and updating accurate Customer Location information and addresses. GovDocs is not responsible for any errors or inaccuracies due to missing or incorrect information from Customer and does not separately verify address accuracy. Customer may add additional Authorized Users and Customer Locations to a Subscription during a Subscription Term for the applicable Fee listed in the Subscription Order, provided that GovDocs reserves the right to adjust the applicable Fee if the additional Customer Locations change the overall geographical distribution of all Customer Locations. The Subscription Term for the additional Locations shall end on the same date as the other Customer Locations, and the Fee will be prorated based on the number of days remaining in the Subscription Term, provided that if the number of days remaining is less than six (6) months, the Fee shall be calculated as though there were six (6) months remaining in the Subscription Term. GovDocs reserves the right to require the execution of an amendment to the initial Subscription Order in connection with the add-on Customer Locations, in its discretion. No refund will be provided for any reduction in Customer Locations or Authorized Users (provided that Authorized Users may be replaced at any time pursuant to Section 3.3 below).

3.3. Access Credentials and Acceptable Use Policy. In order to access Services other than Physical Postings, Authorized Users will logon with their individual Access Credentials. Customer is responsible for the security and use of Access Credentials. Sharing of Access Credentials is strictly prohibited; however Customer may reassign its user seats to new Authorized Users at any time by updating its Authorized User information. Customer is responsible for, and will immediately notify GovDocs of, any loss, theft or unauthorized use of Access Credentials, or any unauthorized access to or use of the Services, including use which violates GovDocs' Acceptable Use Policy.

3.4. Suitability. Customer is solely responsible for determining the suitability of the Services for Customer's business. In particular, notwithstanding Section 8.1.2, Customer expressly acknowledges and agrees that GovDocs is not responsible for evaluating, and makes no representations regarding, compliance with the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. or any similar Applicable Law in connection with Customer's use of the Services or otherwise.

4. Proprietary Rights.

4.1. Intellectual Property Rights. Except for the limited access rights described in Section 1.1, this Agreement does not grant either Party any right, title, or interest, implied or otherwise, in or to any of the other Party's Intellectual Property Rights or any Intellectual Property Rights of providers of Third-Party Inputs. As between the Parties, Customer owns all Intellectual Property Rights in Customer Information and GovDocs owns all Intellectual Property Rights in the Services and Resultant Data.

4.2. Customer Feedback. At its option, Customer may provide feedback or other suggestions for Improvements to the Services to GovDocs or its Representatives. For the avoidance of doubt, all rights to Improvements are and will remain with GovDocs, and Customer

hereby irrevocably assigns to GovDocs all right, title, and interest, if any, in Improvements based on such feedback or suggestions.

4.3. **Third-Party Inputs.** Customer acknowledges and agrees that certain aspects of the Services, such as features incorporated into the Platforms, involve the use of Third-Party Inputs such as cloud hosting services, and GovDocs makes no representations or warranties of any kind with respect to such Third-Party Inputs.

5. **Confidentiality.**

5.1. **Obligation of Confidentiality.** In connection with the Services and this Agreement each Party will have access to certain Confidential Information of the other Party. Each Party agrees: (a) to hold Confidential Information in confidence and to protect it with the same degree of care with which it protects its own Confidential Information, but in no event less than a reasonable degree of care, (b) to disclose such Confidential Information only to Representatives with a need to know such Confidential Information in order to perform or use the Services and who are legally bound to keep such information confidential, and (c) not to use or reproduce any Confidential Information of the other Party for any purpose other than to exercise its rights and perform its obligations under this Agreement. Each Party is responsible for any breach of this Section 5 by its Representatives.

5.2. **Legally Required Disclosure.** In the event either Party is required to disclose Confidential Information of the other Party pursuant to Applicable Law, such Party will promptly notify the other Party of such demand, unless disclosure is prohibited by Applicable Law, and will reasonably cooperate with the other Party's attempts to quash such legal process or to seek a protective order or other appropriate relief, at the other Party's request and expense. In all cases a Party may only disclose that portion of the other Party's Confidential Information as its counsel advises is legally required.

6. **Additional Terms.**

6.1. **No Professional Advice.** Customer acknowledges that the information provided through the Services is not and shall not be construed as legal, regulatory, tax, or accounting advice or an adequate substitute for such advice. Customer agrees that it will consult with its own qualified legal, tax, and/or accounting advisors and conduct its own due diligence regarding all compliance matters and acknowledges that it is solely responsible for its compliance with all Applicable Laws, whether related to employment or otherwise.

6.2. **No Personal Data.** Customer acknowledges that GovDocs does not need to process Personal Data to perform the Services, other than names and email addresses of Authorized Users. Customer is responsible for any consents and notices required to permit such processing. Customer will not provide GovDocs access to any other Personal Data absent a separate written agreement governing such access and processing.

6.3. **Updates to Privacy Policy and Acceptable Use Policy.** The Privacy Policy and Acceptable Use Policy, each of which are incorporated herein by reference, may be modified or updated by GovDocs at any time by posting a new version of such policy at the applicable URL <https://www.govdocs.com/privacy-policy-2/>. Such new version will become effective on the date it is posted.

7. **Term and Termination.**

7.1. **Term of Agreement.** The term of the Agreement will begin on the date of the second Party's execution of the first Subscription Order subject to these Terms and will remain in force for so long as one or more Subscription Orders are in effect (whether or not the Initial Subscription Term has commenced).

7.2. **Termination.** Either Party may terminate this Agreement (including all Subscription Orders) effective immediately upon notice to the other Party if:

7.2.1. the other Party is in material breach of this Agreement, including any failure of Customer to make a payment when due, where such breach continues for a period of thirty (30) days following written notice, except that notice is not required in the event such material breach is not curable (for the avoidance of doubt, any breach related to misappropriation of GovDocs' Intellectual Property Rights is not capable of cure);

7.2.2. the other Party ceases to do business, becomes or is declared insolvent, becomes subject to bankruptcy or insolvency proceedings which are not dismissed within ninety (90) days, or makes an assignment for the benefit of all or substantially all of its creditors; or

7.2.3. an Applicable Law prohibits the provision of the Services.

7.3. **Effect of Termination.**

7.3.1. Immediately upon termination, Customer's rights and access to the Services will terminate.

7.3.2. If Customer terminates this Agreement pursuant to Section 7.2 or GovDocs terminates this Agreement pursuant to Section 7.2.3, Customer will receive a pro-rata refund of any prepaid Fees for Services which were to have been provided after the effective date of termination.

7.3.3. If Customer terminates this Agreement or any Subscription Order for reasons other than those described in Section 7.2, or GovDocs terminates this Agreement pursuant to Section 7.2.1 or 7.2.2, Customer will remain obligated to pay all Fees set forth in Customer's Subscription Order(s) for the full Subscription Term(s) and will not receive a refund of any prepaid Fees for Services to be provided after the effective date of termination.

7.3.4. Except as expressly set forth herein, Subscriptions and Subscription Orders are not cancellable, and all Fees are nonrefundable.

7.4. **Renewal of Subscription Order.** Unless terminated by Customer at least thirty (30) days prior to the end of the then-current Initial Subscription Term or Renewal Term, all Subscriptions under a Subscription Order shall automatically renew for additional one (1) year periods (each a "Renewal Term") commencing at the end of the then-current Subscription Term for the number of Customer Locations included on the Renewal Notice.

7.5. **Termination of Subscription Order.** The termination of one Subscription Order, other than in connection with the termination of the Agreement, shall not terminate any other Subscription Order then in effect.

7.6. **Survival of Terms.** The provisions and obligations of Sections 1.3, 3.4, 4, 5, 6.1, 6.4, 7.3, 8.3, 9-11, Exhibit A, this Section 7.6, and all of Customer's payment obligations will survive any termination or expiration of this Agreement (including any or all Subscription Orders).

8. **Representations and Warranties.**

8.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that:

8.1.1. upon execution of a Subscription Order, it has validly entered into this Agreement, and that it will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, and that entering into such Agreement and performing its obligations will not result in any breach of or constitute a default under any other agreement to which it is a Party;

8.1.2. it will comply with all Applicable Laws in connection with its provision, receipt, or use of the Services; and

8.1.3. at all times during the Term of this Agreement it will maintain, at its own expense, appropriate insurance coverage in connection with the performance of its obligations under the Agreement, including, as applicable, general commercial liability, worker's compensation, automobile liability, and as applicable, professional liability coverages.

8.2. **GovDocs Representations and Warranties.** GovDocs represents and warrants that the Services (i) will be provided in a professional and workmanlike manner, (ii) will not infringe on the Intellectual Property Rights of any third party, and (iii) will comply with any specifications contained in the Subscription Order or these Terms in all material respects.

8.3. **WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES (INCLUDING ALL MATERIALS) ARE PROVIDED "AS IS, WITH ALL FAULTS," AND GOVDOCS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES REGARDING UNINTERRUPTED USE OF THE SERVICES OR ANY THIRD-PARTY INPUTS. UNLESS MEMORIALIZED IN A SUBSCRIPTION ORDER, NO ORAL OR WRITTEN INFORMATION OR ADVICE BY A GOVDOCS REPRESENTATIVE WILL CREATE A WARRANTY.**

9. **Remedies and Limitations on Liability.**

9.1. **Suspension of Services.** Without limiting any other remedies available to it, GovDocs retains the right to suspend the Services (including, without limitation, suspending mailings of Physical Postings and access to Platforms, as applicable) without incurring any obligation or liability to Customer or any other person upon (a) Customer's failure to make a

payment when due or other material breach of this Agreement, where such failure or breach continues for a period of ten (10) days following written notice; or (b) any suspected security threat or violation of Applicable Law, in which case prior notice is not required. Unless this Agreement or the applicable Subscription Order has been terminated, GovDocs will remove any such suspension as soon as, in the case of (a), Customer has cured such breach, or in the case of (b), GovDocs determines that the risk underlying the suspension has been mitigated to GovDocs' reasonable satisfaction. No suspension pursuant to this paragraph shall limit Customer's obligation to pay all Fees hereunder, nor shall Customer be entitled to a refund of any prepaid Fees for the suspended Services. In addition, due to the additional cost incurred by GovDocs in processing custom printing and shipping runs, where the suspension results in Customer missing one or more shipments of Postings then Customer shall be required to purchase such missed Postings at the price set forth in the applicable Order or if none, at GovDocs' then current price.

9.2. Limited Guarantee for Postings Subscriptions. Except as set forth in Section 10.1, the GovDocs Postings Limited Guarantee is Customer's sole and exclusive remedy, and GovDocs' entire liability, for any Losses arising from, based on, or related to Customer's Postings Subscription(s) and any Services provided in connection with such Subscription(s), including any errors or omissions in the related Materials.

9.3. Remedy for Data Subscriptions. In the event the information supplied via a Data Subscription included in the Services is inaccurate, incomplete, or out-of-date and such inaccuracy is the result of an error by GovDocs or the applicable jurisdiction, and not the result of incorrect, inaccurate, or out-of-date information provided by Customer, GovDocs will correct the error at no additional expense to Customer. If GovDocs is unable to correct the error within ten (10) business days of its receipt of notice of the error from Customer, Customer may terminate this Agreement and will receive a refund for any prepaid Fees for Services to be provided after the effective date of termination. If such error has resulted in fines being levied against Customer by a governmental agency, Customer shall be entitled to a refund of Fees in an amount equal to the lesser of (a) the amount of such fine and (b) the amount paid in connection with the affected Data Subscription since the start of the Initial Subscription Term, not to exceed the Fees paid during the previous twelve (12) months. Except as set forth in Section 10.1, the foregoing is the sole and exclusive remedy for Customer, and GovDocs' entire liability, for any Losses arising from, based on, or related to Customer's Data Subscription(s), and any Services provided in connection with such Subscription(s), including any errors or omissions in the related Materials.

9.4. Equitable Relief. Except as expressly set forth herein with respect to sole remedies, nothing in this Agreement limits a Party's ability to seek equitable relief.

9.5. EXCLUSION OF DAMAGES. EXCEPT FOR A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5 OR WHERE SUCH DAMAGES CANNOT BE EXCLUDED UNDER APPLICABLE LAW, NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT FOR ANY: (1) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, OR (2) DAMAGES OF ANY KIND FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR REPUTATION, OR (3) COSTS OF PROCURING SUBSTITUTE GOODS, SOFTWARE, OR SERVICES, HOWEVER ARISING, WHETHER IN AN ACTION IN CONTRACT, TORT, UNDER STATUTE OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY COULD REASONABLY HAVE FORESEEN OR DID FORESEE THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

9.6. **LIMITATION ON MONETARY LIABILITY.** EXCEPT FOR (A) GOVDOCS' INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1, (B) A PARTY'S PAYMENT OBLIGATIONS, (C) A PARTY'S FRAUD OR OTHER WILLFUL MISCONDUCT, AND (D) MATTERS WHERE SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ANY LOSSES ARISING OUT OF OR RELATED TO THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO LOSSES COVERED UNDER SECTION 9.2 AND 9.3 OF THESE TERMS AND THE GOVDOCS POSTINGS LIMITED GUARANTEE) IS LIMITED TO THE TOTAL FEES PAID BY CUSTOMER TO GOVDOCS UNDER THE APPLICABLE SUBSCRIPTION ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM.

9.7. **Timing of Remedies.** Any action in relation to an alleged breach of this Agreement must be commenced within one (1) year of the date of the breach or the date the breach reasonably should have been discovered, whichever is later. Any action not brought within that one-year time period will be barred without regard to any other limitations period set forth by law or statute.

9.8. **Allocation of Risk.** The Parties agree that the limitations specified in this Section 9 represent an allocation of risk between the Parties, are an essential and material part of this Agreement, and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10. **Indemnification by GovDocs.**

10.1. **Indemnification Obligation.** Subject to the requirements of Section 10.2, GovDocs agrees to defend and indemnify Customer from and against any damages, costs, and expenses (including reasonable attorneys' fees and expenses) solely arising from any suit filed by a third party alleging that Customer's use of the Services infringes any Intellectual Property Rights of that third party. The indemnification obligations in this Section will not apply where Customer has used the Services in breach of this Agreement.

10.2. **Indemnification Procedure.** In connection with any suit to which the indemnification obligation in Section 10.1 applies, Customer shall: (i) promptly notify GovDocs of such suit; (ii) allow GovDocs control of the investigation, defense, and settlement of the suit; and (iii) cooperate fully with GovDocs in such defense. Notwithstanding the foregoing, Customer's consent shall be required in connection with any settlement requiring an admission of liability by Customer or requiring that Customer take (or refrain from taking) any action, which consent shall not be unreasonably withheld or delayed. Customer's failure or delay in providing notice to GovDocs of a suit subject to indemnification will not excuse GovDocs' obligations under Section 10.1 unless such failure or delay prejudices GovDocs' ability to defend such suit, and in such event only to the extent of such prejudice.

10.3. **Exclusive Remedy.** This Section 10 states the entire liability of GovDocs and Customer's sole and exclusive remedy in connection with any third-party claim of infringement or misappropriation of Intellectual Property Rights.

11. **Miscellaneous.**

11.1. **Force Majeure.** Except for its payment obligations hereunder, neither Party will be liable for its failure or delay in performance, except for any payment obligations, to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, epidemic or pandemic, governmental order, terrorism, riots, or war. If such event continues for more than thirty (30) days, either Party may terminate any affected Subscription Orders upon written notice to the other Party.

11.2. **Interpretation.** This Agreement will be construed and interpreted in accordance with the plain meaning of its terms, and there will be no presumption or inference against the Party drafting this Agreement in construing or interpreting its provisions. Headings are for reference only and shall not be used in interpreting this Agreement.

11.3. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. This Agreement will control over any standard or boilerplate terms and conditions included on any document provided by Customer to GovDocs, including but not limited to purchase orders. Any such terms are unacceptable to and expressly rejected by GovDocs, are hereby waived by Customer, and are not part of this Agreement.

11.4. **Amendment.** Except as contemplated in Section 3.2 with respect to the addition of Authorized Users and Customer Locations, which additions may be authorized via email, or in connection with GovDocs' modification of its Privacy Policy or Acceptable Use Policy, this Agreement may be amended only by a document signed by the authorized representatives of both Parties.

11.5. **Notices.** Except as otherwise set forth in this Agreement, any notice, consent, waiver, demand or similar communication under this Agreement shall be in writing and be deemed to have been given upon (a) personal delivery, (b) delivery by an overnight courier service, or (c) five (5) days after mailing via certified mail, return receipt requested, if to Customer, at the address set forth on Customer's most recent Subscription Order, or if none, Customer's most recent billing address on file, and if to GovDocs, to 1305 Corporate Center Dr, Suite 400, Eagan, Minnesota 55121. Either Party may change such address by providing notice of such change pursuant to this Section 11.5. Notwithstanding the foregoing, notices to Customer from GovDocs related to billing or suspension of the Services may be provided by email to the billing contact for Customer on file with GovDocs.

11.6. **Governing Law; Jurisdiction and Venue.** All claims arising out of or relating to this Agreement or the Services will be governed by the laws of the State of Minnesota, excluding its conflict of laws rules, and will be litigated exclusively in the federal or state courts located in Hennepin County or Dakota County, Minnesota, and any courts with authority to hear appeals therefrom. The Parties consent to the personal jurisdiction of such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective Party at the address at which it is to receive notice as provided herein.

11.7. **Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision, and the rest of the Agreement will remain in effect as to such jurisdiction. The invalidity of a particular provision in one jurisdiction shall not invalidate such provision in any other jurisdiction.

11.8. **No Waiver.** Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

11.9. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each Party. Neither Party may assign any of its rights under this Agreement except with the prior, written consent of the other Party, which will not be unreasonably withheld. Notwithstanding the foregoing, any successor in interest by merger, operation of law, or purchase of all or substantially all of the business or assets of either Party may acquire all of such Party's interest hereunder, provided such successor is subject to all of the assignor's obligations hereunder.

11.10. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

11.11. **Counterparts and Electronic Signatures and Updates.** Any Subscription Order or other document executed in connection with this Agreement may be executed in counterparts, which taken together will constitute one instrument. Each Party consents to do business electronically, including by electronic signature, and without limiting the foregoing, Customer consents to notifications via email, text, and/or on a Platform regarding changes to the Privacy Policy and Acceptable Use Policy.

EXHIBIT A

DEFINITIONS AND INTERPRETATION

1. Interpretation Generally. As used in this Agreement the word including means “including but not limited to,” the word includes means “includes without limitation,” and the word or includes the word “and”. Unless the context requires otherwise, words importing the singular include the plural.

2. Capitalized Terms. The capitalized terms contained in the Agreement have the following meanings:

a. **“Acceptable Use Policy”** means GovDocs’ then-current Acceptable Use Policy generally applicable to GovDocs’ customers, which is available at [URL].

b. **“Access Credentials”** means any username, identification number, password, PIN, or other security code or method used, alone or in combination, to verify an individual’s identity and authorization to access and use particular Services.

c. **“Agreement”** means these Terms, together with any applicable Subscription Orders, and any documents incorporated into these Terms or any Subscription Order by reference.

d. **“Applicable Law”** means any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

e. **“Authorized Users”** means the individual employees authorized or designated by Customer for each of the user seats to access or use the Services. Each Authorized User must be separately registered with GovDocs.

f. **“Confidential Information”** means any non-public, confidential, or proprietary information disclosed or made available to the other Party by or on behalf of the disclosing Party, including all non-public technical and business information relating to the Parties, whether in written, oral, graphic, electronic, or other format. Confidential Information includes but is not limited to notes, Personal Data, staffing levels, employment policies, analyses, compilations, projections, studies, financial, marketing, and business plans and records, business strategies, relationships with third parties, pricing information, credit card information, and information relating to customers and suppliers, present and proposed products, trade secrets, the terms of this Agreement, technologies, source code, computer hardware designs, and systems, and in particular, with respect to Customer, plans and policies related to access to or use of the Services. Confidential Information does not include information that (i) is or becomes generally available in the public domain through no fault or action of the receiving Party, (ii) was already known by the receiving Party at the time of disclosure and not otherwise subject to confidentiality restrictions, (iii) is at any time rightfully obtained by a Party from a third party not bound by any obligation to keep such information confidential, who is rightfully in possession of such information, or (iv) is independently developed by the receiving Party without use of or reference to Confidential Information of the other Party.

g. **"Customer"** means the party listed on the applicable Subscription Order as the Customer.

h. **"Customer Information"** means the information and data provided by Customer or Authorized Users to GovDocs in connection with the Services.

i. **"Customer Location"** means the physical location of a Customer facility provided by Customer to GovDocs, for which Customer has purchased one or more Subscriptions.

j. **"Data Subscription"** means any Subscription other than a Postings Subscription, including but not limited to GovDocs Minimum Wage and GovDocs Paid Leave offerings, in each case including any related Platforms and Materials.

k. **"Fees"** means the fees set forth in the Subscription Order and any other amounts due to GovDocs under this Agreement.

l. **"GovDocs"** means GovDocs, Inc., a Minnesota corporation.

m. **"GovDocs Postings Limited Guarantee"** means the limited guarantee set forth at <https://www.govdocs.com/terms-and-policies-govdocs-guarantee>.

n. **"Implementation Services"** means GovDocs' standard set-up and implementation services for the applicable Subscription(s), unless custom set-up assistance is specifically described in the relevant Subscription Order(s).

o. **"Improvements"** means any ideas, modifications, enhancements (including enhancement requests), recommendations, suggestions, or other derivative works (regardless of the source of inspiration) to the Services or any other GovDocs offerings.

p. **"Initial Subscription Term"** means the period beginning and ending on the dates set forth in the applicable Subscription Order.

q. **"Intellectual Property Rights"** means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

r. **"Losses"** means any and all penalties, claims, actions, suits, costs, judgments, settlements and expenses of whatever nature, whether incurred by or issued against an indemnified Party or a third party, including special, punitive, consequential, incidental or other indirect losses or damages.

s. **"Materials"** means information, data, documents, materials, works, and other content, devices, methods, processes, software, and other technologies and inventions that are provided or used by GovDocs in connection with the Services, including but not limited to Physical Postings and electronic posters and Posting Information.

t. **"Parties"** means GovDocs and Customer, each of whom are also referred to as a **"Party"**.

u. **“Personal Data”** means any information or set of information relating to an identified or identifiable individual including all information that any Applicable Law treats as personal information, personal data, or similarly protected information, regardless of the medium in which such information is displayed.

v. **“Physical Postings”** means physical posters and Posting Information in tangible form, provided to Customer pursuant to a Subscription Order.

w. **“Platform”** means any GovDocs online platform or dashboard made available to Customer in connection with the Services, including but not limited to the GovDocs Postings Dashboard and the Employment Law Compliance Platform.

x. **“Posting Information”** means information about the manner of placing or electronically providing posters in order to comply with Applicable Law. Posting Information may be supplied in either tangible or electronic form.

y. **“Postings Subscription”** means a Subscription for the GovDocs Update Program, Intranet Poster Program, or other Subscription or Subscription enhancement related to required employment and/or labor law posters and/or Posting Information, including but not limited to PosterCheck, ComplianceCheck, Canada Update Program, Federal Contractor Update Program, Right to Work/E-Verify Update Program, and Spanish Update Program, in each case including any related Platforms and Materials.

z. **“Privacy Policy”** means GovDocs’ then-current Privacy Policy generally applicable to customers of GovDocs, which is available at <https://www.govdocs.com/privacy-policy-2/>.

aa. **“Renewal Notice”** is the notice described in Section 2.5.

bb. **“Renewal Term”** has the meaning set forth in Section 7.4.

cc. **“Representatives”** means, with respect to a Party, that Party’s employees, officers, directors, governors, managers, contractors, agents, and financial and legal advisors.

dd. **“Resultant Data”** means data and information related to Customer’s use of the Platforms, including but not limited to data used to compile statistical and performance information related to the provision and operation of the Services.

ee. **“Sales Taxes”** means sales, use, and similar taxes (but excluding taxes imposed on GovDocs’ income or assets)

ff. **“Services”** means the Subscriptions, Implementation Services, and any other GovDocs products or services (including any other Materials) ordered by Customer in a Subscription Order, including services provided to additional Customer Locations or Authorized Users after execution of the Subscription Order, as contemplated in Section 3.2.

gg. **“Subscription Order”** means a document executed by the Parties and referencing these Terms, which outlines the Services to be provided by GovDocs.

hh. **“Subscriptions”** means Postings Subscriptions and Data Subscriptions.

ii. **"Subscription Term"** means the Initial Subscription Term, and each subsequent Renewal Term.

jj. **"Term"** means the term of the Agreement as described in Section 7.1.

kk. **"Terms"** means these GovDocs Terms and Conditions.

ll. **"Third-Party Inputs"** means software, services, and materials relating to the Services, in any form or medium, that are not proprietary to GovDocs.