



Terms of Service

BY USING OR ACCESSING THIS WEBSITE, YOU'RE ACCEPTING AND AGREEING TO ALL APPLICABLE LAWS AND REGULATIONS.

This Terms of Service ("Agreement") governs your free trial, purchase and use of our services.

Users are accepting the Terms of this Agreement, by simply using the EZGovOpps.com ("EZGovOpps") website and clicking the box which indicates the Users' acceptance or by completing an order form that references this Agreement, the User is agreeing to the terms defined within this Agreement. If for any reason a User does not agree with any terms or conditions of this Agreement, the User is required to log off the Website immediately. Any User that represents a Company or as an Individual and has the authority as an entity, is stating they have full consent and authority from the Company to bind all terms and conditions of this Agreement. The terms ("User" or "Users") refer to any Individual or Company representative who is representing the Users' entity and its affiliates.

Users may not access the Services if the User is employed by, or has an interest with, whether financially or otherwise, a competitor of EZGovOpps, excluding any User with prior written consent directly from EZGovOpps. Additionally, the User may not access the Services of the Website for any purpose including but not limited to monitoring the accessibility, performance or functionality, or any other benchmarking purposes.

2. FREE TRIAL

Users that register for access to the free trial are allowed to utilize the Service on a trial basis at no charge to the User. This free trial shall last until either (a) the end of the free trial period or (b) the first date of any Service Purchased by the User.

ALL USERS PLEASE BE AWARE THAT ALL DATA ENTERED INTO THE SITE WHILE UTILIZING A FREE SERVICE WILL BE DELETED AND LOST UNLESS THE USER PURCHASES A SUBSCRIPTION TO THE SAME SERVICE OR AN UPGRADE IN SERVICE WITHIN 30 DAYS AFTER THE FREE TRIAL END DATE. A USER MAY NOT TRANSFER DATA TO ANY DOWNGRADE IN SERVICE OR ANY CUSTOMIZED VERSION MADE DURING THE FREE TRIAL IF IT WOULD BE CONSIDERED A DOWNGRADE IN SERVICES.

DURING THE FREE TRIAL ALL SERVICES ARE "AS-IS" WITHOUT ANY WARRANTY OR GUARANTEES TO THE USER.

Users are urged to review the available support resources during the free trial period familiarizing themselves with the features and functions of the Services prior to making a purchase.

3. PROPER USE

EZGovOpps reserves the right to modify, reject or eliminate any material residing on or transmitted to its site that it, in its sole discretion, it believes is unacceptable or is in violation of the law or these Terms of Use.

Users agree to be compliant when using EZGovOpps Services with regard to all local, state, national, and international laws, rules and regulations, including any laws regarding the transmission of technical data exported from the Users country of residence.

No User shall use the Service for any fraudulent or inappropriate purposes and Users agree not to promote the unauthorized use of a third party or to encourage the unauthorized use of a third party to (a) use any of the Services to transmit or upload any content that is against the law, abusive, unauthorized, harassing, obscene, slanderous, virus containing, or is otherwise

distasteful as reasonably determined by EZGovOpps. Users agree not to resell, reproduce or take advantage of any part of our Services by robot, spider, other automated device, or manually to monitor or duplicate any content without the express written permission of EZGovOpps. EZGovOpps reserves the right to investigate complaints or reported violations of these Terms and to take any action deemed necessary and appropriate. We may take action to disclose any information necessary or appropriate to such persons or entities relating to e-mail addresses, usage history, posted materials, IP addresses and traffic information. EZGovOpps reserves the right to seek all remedies available at law and in equity for violation of these Terms.

Breach of any of the above mentioned may result in immediate termination of this Agreement, along with the Users account termination, and may subject the User to state and federal penalties within the United States of America, and/or other legal consequences Internationally, depending on the location of the User.

4. PURCHASED SERVICES PROVISION

EZGovOpps shall make all Purchased Services available to the User according to this Agreement and the significant Order Forms during any subscription term. User agrees that all purchases hereunder are neither dependent on the delivery of any future functionality or features nor reliant on any oral or written public comments made by EZGovOpps regarding future functionality or features.

5. USER SUBSCRIPTION

Unless otherwise specified in the applicable Order Form:

- Services are purchased as a User subscription and may be used by no more than the specified number of Users at the time of purchase;
- Additional User subscriptions may be purchased during the related subscription and prorated for the remainder of the subscription term in effect at the time the new User subscription is added, and
- The added User subscription shall terminate on the same date as the pre-existing subscription. User subscriptions are for selected Users only and are not allowed to be accessed, shared or utilized by any other User but can be reassigned by replacing a former User.

6. RESPONSIBLY OF EZGovOpps

EZGovOpps will provide essential standard support for the Purchased Services to all Users at no additional charge. EZGovOpps will use reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) Planned Technical Downtime or (b) Any unavailability caused by circumstances beyond our control, including without limitation, acts of God, including but not limited to a flood, fire, earthquake, tornado; acts of government; acts of terror, strikes or other labor issues, Internet service provider failures, or any major Technical Issue in general. Also EZGovOpps can only provide the Users with the Purchased Services in accordance with applicable laws and government regulations at all times.

7. USERS DATA PROTECTION

EZGovOpps shall maintain reasonable administrative, physical, and technical safeguard methods for protection of the security, confidentiality and integrity of all User Data. EZGovOpps will not modify, disclose (except as required by law), or access User Data except to provide Services, prevent technical problems, or at a Users request in connection with User support issues.

8. RESPONSIBILITY OF USERS

User shall be responsible for fulfilling the terms of this Agreement and any other Policies and Agreements on the Website. All Users are responsible for supplying us with accurate data at all times and modifying any User information immediately when changes occur, the quality of data entered by the User, and validity of Data entered by the User, including the source of the Data.

Users are required to conform to reasonable efforts not to enter or present any unauthorized access to or use of the Services at anytime, and agree to contact us via email at support@ezgovopps.com when any such breach occurs. Furthermore, Users agree to only use the Website Services in accordance with the support guides and applicable laws and government regulations.

All Users agree to not use the Services for the following:

- not make available to authorized Users
- sell, resell, rent or lease any Service
- store, transmit infringing, libelous, unlawful, indirect material, or in violation of third-party privacy rights Data
- store or transmit Malicious Codes
- interfere with the performance of the Services or any third-party Data contained
- try to gain unauthorized access to the Services or any related systems

9. USAGE LIMITS

User Services may be subject to limitations, specified in the support guides such as, but not limited to restrictions on disk storage space, saved search and search history, and available workspaces. The Services provide immediate information to permit the Website to monitor User compliance with such limitations.

10. FEES AND PAYMENT FOR PURCHASED SERVICES

Fees

Users are required to pay all fees specified in any Order Forms.

Except for selected Services otherwise specified herein, (i) fees based on services purchased and not actual usage, (ii) payment is not allowed to be canceled and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the subscription period specified on the form. Subscription fees are based on an annual basis beginning on the specified start date and each annual anniversary. Keep in mind that any subscriptions added in the middle of a subscription period will be charged a pro-rated amount based on the time until the next annual renewal date and no discount or credit will be applied.

Suspension of Service and Acceleration

If a User fails to pay for service within 30 days of start of service, EZGovOpps may, without limiting all the other rights and remedies, suspend all Services until the invoice is paid in full. EZGovOpps gives the User five (5) days' prior notice to pay the invoice and balance due before suspending services.

Taxes

EZGovOpps does not access sales tax to its fees unless otherwise stated, which also includes any levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (jointly called, "Taxes"). Users are responsible for paying all Taxes associated with purchases if required to do so. Only if a legal obligation to pay or collect Taxes for a purchase any User makes from the Website, will the appropriate amount be invoiced to and paid by the User.

Cancellation and Termination

All Users are solely responsible for the proper cancellation of all accounts. A User can easily cancel an account by clicking on the "Account" tab and then "Change Plan". The company "Change Plan" page has a simple "Please cancel my account" link. This is the only valid way to close an account. Any emails received by a User to request a cancellation of their account will not be processed. There is no cancellation fee and no refund on any canceled Service accounts being canceled prior to the end of the annual subscription paid for. Once a User initiates the

cancellation of their account, it's immediately canceled and all content will be deleted within 30 days.

EZGovOpps may terminate Services, terminate this Agreement, or suspend or terminate any User account for any reason EZGovOpps sees fit. In the event of termination, the account will be disabled and access may not be granted to your account, files or other content contained in the account although remaining copies may remain in our system of a Users Data.

11. CONFIDENTIALITY

Definition of Confidential Information

Confidential Information is defined as, all information A person receives that is valuable or sensitive secret information in confidence ("*confidential information*") owes a duty known as "a duty of confidence" neither to disclose nor make use of that information for any purpose other than that for which the disclosure was made without the consent. Should the receiver of such information ("*the confidante*") threaten to do so, the person who imparted it to him or her is entitled to an injunction to restrain such unauthorized use or disclosure. This includes User Data, Confidential Information within the Website which includes the Services, Confidential Information of each party, Terms and Conditions of this Agreement, Order Forms, Business and Marketing Plans, Technology and Technical Information, and Business Processes disclosed by any party. However, Confidential Information (other than User Data) shall not include any information that (i) is generally known to the public without a breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was separately developed by the Receiving Party.

12. CONFIDENTIAL INFORMATION PROTECTION

All Users shall use the same degree of reasonable care used to protect the confidentiality of its own confidential information and agrees not to use Confidential Information for any purposes outside the scope of this Agreement. Users agree to not seek personal benefit or encourage third parties to benefit personally from any Confidential Information and not permit unauthorized use of any Confidential Information that can be found on the Website.

All Users agree to limit the exposure of Confidential Information to its Affiliates' employees, contractors and agents who require access for only purposes consistent with this Agreement and who have signed confidentiality agreements. Those additional Confidentiality Agreements need to be consistent with EZGovOpps Agreements and requirements and be no less than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to a third party other than its Affiliates, legal counsel, or accountants without prior written consent from the other party.

13. COMPELLED DISCLOSURE

Disclosure of Confidential Information to a Receiving Party may only be allowed when obligated by law to do so, and only when proper legal documentation of notice is presented. If at any time the Disclosing Party wishes to contest the disclosure it will be at the Disclosing Party's full cost. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of an obligation to abide by any law or regulation, criminal action, or civil action and the Disclosing Party is a party of such action, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party reasonable costs for compiling and providing protected access to such Confidential Information.

14. INTELLECTUAL PROPERTY RIGHTS

All Users acknowledge EZGovOpps is the sole owner of all interest, rights, and title to the Website, its content, and its Services, including and without limitation EZGovOpps has exclusive rights to its :

- (1) Name
- (2) Logo

- (3) Products and service names
- (4) Design marks
- (5) Slogans which are trademarked
- (6) Service marks

All intellectual property rights are protected by the U.S. and International Intellectual Property Laws. Users agree not to alter, copy, modify, or create plagiaristic works from the Website or its Services. Users also must agree not to use any robot, spider, other automated device, or manual process to monitor or copy any content from the Website or its Services.

15. SUGGESTIONS

Users may at anytime provide EZGovOpps with suggestions for making the Website better and EZGovOpps will own those ideas or suggestions and have no monumental obligation to the User who makes the suggestion or idea including all recommendations or feedback provided by Users, relating to the operation of the Services.

16. WARRANTY & LIABILITY

EZGovOpps does not warrant that any use of the Website will meet any Users requirements and reliance upon any Materials, and any use of the Internet in general shall be at your own risk. EZGovOpps denies any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or materials displayed. Some states or other jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. Furthermore, Users expressly understand and agree that EZGovOpps shall not be liable for any direct or indirect, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if EZGovOpps has been advised of the possibility of such damages), resulting from your usage of the Service.

17. INDEMNIFY

Users hereby agree to hold harmless and indemnify EZGovOpps to the fullest extent permitted by law, as such may be amended from time to time. As well indemnify and hold harmless all its affiliates, officers, agents, and employees from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

The failure of EZGovOpps to implement or impose any right or provision shall not constitute a waiver of such right or provision. The Terms of Service will constitute the entire agreement between User and EZGovOpps governing your use of the Services, overriding any prior agreements including, but not limited to, any prior versions written.

To indemnify, defend and hold Indemnatee harmless to the greatest extent possible under applicable law from and against any and all judgments, fines, penalties, amounts paid in settlement and any other amounts reasonably incurred or suffered by Indemnatee (including attorneys' fees) in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Company, to which Indemnatee is, was or at any time becomes a party, or is threatened to be made a party, by reason of the fact that Indemnatee is, was or at any time becomes a director, officer, employee or agent of the Company or is or was serving or at any time serves at the request of the Company as a director, officer, employee or 2 agent of another corporation, partnership, joint venture, trust or other enterprise (collectively referred to hereafter as a "Claim"), whether or not arising prior to the date of this Agreement.

To pay any and all expenses reasonably incurred by Indemnatee in defending any Claim or Claims (including reasonable attorneys' fees and other reasonable costs of investigation and defense), as the same are incurred and in advance of the final disposition of any such Claim or Claims, upon receipt of an undertaking by or on behalf of Indemnatee to reimburse such amounts if it shall be ultimately determined that Indemnatee (i) is not entitled to be indemnified by the

Company under this Agreement, and (ii) is not entitled to be indemnified by the Company under the Certificate of Incorporation or the Bylaws of the Company.

The termination of any action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that (i) Indemnatee did not act in good faith and in a manner which Indemnatee reasonably believed to be in the best interests of the Company, or (ii) with respect to any criminal action or proceeding, Indemnatee had reasonable cause to believe that Indemnatee's conduct was unlawful.

Users shall defend EZGovOpps against any claim, demand, suit or proceeding made or brought by a third party alleging that User Data, or Users use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "*Claim Against Us*"), and shall indemnify EZGovOpps for any damages, attorney fees and costs finally awarded against EZGovOpps as a result of, or for any amounts paid by EZGovOpps under a court-approved settlement; provided that We (a) promptly give the User written notice of the Claim Against Us; (b) give the User sole control of the defense and settlement of the *Claim Against Us* (provided that You may not settle any *Claim Against Us* unless the settlement unconditionally releases "EZGovOpps" of all liability); and (c) provide to the User all reasonable assistance, at the Users expense.

18. LIMITATION OF LIABILITY

Limitation of Liability

Users expressly understand and agree that EZGovOpps and its subsidiaries (if any), affiliates, employees, agents, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses. Even if EZGovOpps has been advised of the possibility of such damages resulting from use of the Website, its content or any related services, the foregoing limitations shall apply notwithstanding any failure of the essential purpose of any limited remedy and to the fullest extent permitted under applicable law.

NEITHER PARTY'S LIABILITY FOR ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL SURPASS \$10,000 OR THE AMOUNT PAID BY THE USER IN THE 12 MONTHS PRECEDING THE INCIDENT, WHICHEVER IS LESS, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY THE USER HEREUNDER. NONE OF THIS SECTION SHALL LIMIT USERS PAYMENT OBLIGATIONS.

19. EXCLUSION OF CONSEQUENTIAL & RELATED DAMAGES

NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST REVENUE OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, NO MATTER THE REASON FOR ITS CAUSE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND EVEN IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES THERE STILL IS NO RIGHT TO SUCH LIABILITY. THE PRECEDING DISCLAIMER DOESN'T APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

20. TERM AND TERMINATION

Term of Agreement

This Agreement begins on the date the User accepts and shall continue until all User Service Subscriptions established in accordance with this Agreement are expired or terminated. Including the free trial Services, in which at that point the Agreement shall end at the same date the free trial ends.

Term of Purchased User Subscriptions

A subscription purchased by a User commences on the start date specified in the relevant Order Form and shall continue for the subscription term specified in this Agreement. Except if a particular Order Form states otherwise. All User subscriptions automatically renew itself for further periods which equal to the current subscription term or one year (whichever is less), unless the User gives EZGovOpps 30 days prior notice of cancellation for the related subscription term. Each renewal term shall be the same as the prior term unless the User was given a written notice of a pricing increase at least 60 days prior to the end of the Subscription term, in which case the pricing increase shall be effective upon renewal and from then on.

Termination for Cause

A User may only terminate this Agreement within 30 days prior written notice to the other party concerning a material breach only if such breach remains at the expiration of the term, or if the a party becomes subject to a bankruptcy filing or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Refund or Payment upon Termination

Users, who are terminated for a cause not by their own negligence, shall receive a refund for any prepaid fees covering the remainder of the term after the effective date of termination. Users, who are terminated for a cause of their own wrongdoing, will be responsible for paying any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In either case, no termination will relieve the User of the obligation to pay any fees payable for the period prior to the effective date of termination.

Manner of Giving Notice

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon:

- Personal Hand Delivery
- The 2nd business day after mailing
- The 2nd business day after sending by a confirmed Fax
- The 1st business day after sending by email

Email shall not be sufficient for notices of Termination or an Indemnifiable Claim.

Billing-related notices will be sent to the User using the address designated by the User within the Users Account. All other notices will be addressed to the appropriate Services System Administrator selected by the User.

Agreement to Governing Law and Jurisdiction

By visiting the Site, you agree to the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this Terms of Use agreement and any dispute of any sort that might arise between you and us relating to this agreement. Any dispute relating in any way to your visit to or use of the Website shall be decided legally only in an Arbitration proceeding in the jurisdiction of Delaware. When using this Website at anytime the User is consenting to exclusive jurisdiction and venue in such courts.

Waiver of Jury Trial

Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. All legal action or litigation shall be handled and agreed on during an Arbitration hearing only, and the Arbitrator shall decide the outcome of the litigation or legal action. All parties agree to comply with this statement and the above jurisdiction statement.

21. GENERAL PROVISIONS

Export Compliance

Services and all other technology features and formats EZGovOpps makes available and derivatives to the User may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it's not named on any U.S. "denied party" list. Users are not permitted to access or use any Website Services if located in a U.S. embargoed country (Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

Anti-Corruption

Only Users may utilize this Website if the User didn't receive or ever been offered illegal or unethical bribes, kickbacks, payments, gifts, or anything of value from any employees or agents of EZGovOpps in connection with this Agreement. The only allowed provision of this statement is reasonable gifts and entertainment provided in the everyday course of business. If a User learns of any breach of the above restrictions, the User must exercise reasonable efforts to quickly notify Our Legal Department at legal@ezgovopps.com.

Relationship of the Parties

All Users of this Website are independent contractors and the use of this Agreement does not in any manner create an employment relationship between the parties, nor does it create a partnership, franchise, joint venture, agency, or fiduciary.

No Third-Party Beneficiaries

Users of this Website agree there shall be no third-party beneficiaries to this Agreement.

Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

Severability

Users agree that if any provision of this Agreement is held by a court of jurisdiction within Delaware and is held to be contrary to law, the provision shall be modified by the court and all parties will interpret this Agreement to accomplish the objectives of the original provision to the fullest degree permitted by law, and the remaining provisions of this Agreement shall remain in effect as if nothing had ever transpired.

Attorney Fees

Users understand they will be expected to pay immediately any and all reasonable attorney fees and all other costs incurred to collect fees or charges due under this Agreement.

Assignment

Users understand that neither party may assign any of its rights or obligations on any grounds hereunder, without the prior written consent of EZGovOpps. All parties agree that either party may assign this entire Agreement and all Order Forms if applicable, without consent of the other party, to only its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. If either party violate this term, a termination of this Agreement will occur and upon written notice to the assigning party. In the event of such a termination, EZGovOpps shall refund to the User any prepaid fees covering the remainder of the term of any subscription after the effective date of termination. This Agreement and its Terms shall bind to the benefit of all parties, their individual successors and allowable assigns.

Entire Agreement

This Agreement, including all exhibits and Order Forms, constitutes the entire Agreement between all parties and supersedes all prior and simultaneous Agreements, proposals or

representations, written or oral, concerning any terms in this Agreement. No changes, amendments, or waivers of any condition within this Agreement shall be effective unless in writing and signed or accepted electronically by the other party. However, to the extent of any contradiction between the requirements in the language and body of this Agreement, Order Form, exhibits or addendums the terms of this Agreement shall prevail. Although language to the opposing therein, no terms or conditions stated in a purchase order or any order documentation, other than Order Forms, shall incorporate into or form any part of this Agreement, and all such terms or conditions shall be null and void.

If, at any time, you have questions or concerns about our Terms of Service, please feel free contact us at:

***P.O. Box 1079
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