

**Indigov Corporation
Subscription Agreement
Order Form**

This Subscription Agreement Order Form (this "**Order Form**") incorporates the attached Terms and Conditions. Signing this Order Form constitutes Subscriber's acceptance of the Terms and Conditions. Capitalized terms not defined herein have the meanings ascribed to them in the Terms and Conditions.

1. Subscriber Information.

Subscriber Name:	Indiana Secretary of State
Subscriber Address:	200 W Washington St. Room 201, Indianapolis, IN 46204
Primary contact name:	Jerold A. Bonnet, General Counsel
Primary contact email address:	jbonnet@sos.in.gov
Primary contact phone:	317-232-6534

2. Subscription Metrics.

Number of Annual Email Sends:	10,000,000
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3. Term.

Effective Date:	Date of signature
Initial Term:	12 months beginning on the Effective Date

4. Pricing.

Fees:	<p>Year one: \$83,775</p> <p>Year one itemized:</p> <ul style="list-style-type: none"> • Indigov Outreach subscription (up to 10,000,000 annual Email Sends): \$71,400/year • Indigov Platform Fee: \$10,375 • Set-up fee: \$2,000 (one-time fee) <p>When mutually agreed, Indigov may provide custom development services for an additional fee of \$200/hr. based on project scope. Additional Email Sends can be purchased for \$1,500 per 1,000,000 Email Sends.</p>
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5. Additional Terms and Conditions.

All fees are billed on an annual basis. In year one, the one-time and recurring fees are billed on the Effective Date. Indigov shall begin work in earnest on the Effective Date. In subsequent years, annual recurring fees are assessed on the anniversary of the Effective Date. Payment terms are net 30 days.

[REMAINDER OF PAGE LEFT BLANK – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement on their behalf. Each individual signing below on behalf of a Party personally represents that he or she has been duly authorized to sign this Agreement on behalf of the Party.

Indigov Corporation	Indiana Secretary of State
Signed: _____	Signed:  _____
Name: _____	Name: <u>Jerold A. Bonnet</u>
Title: _____	Title: Deputy Secretary of State _____
Date: _____	Date: <u>1/7/2025</u>

Indigov Corporation
Subscription Agreement Terms and Conditions

These Subscription Agreement Terms and Conditions (these "**Terms and Conditions**"), dated as of the effective date set forth on the attached Order Form (the "**Effective Date**"), are between Indigov Corporation ("**Indigov**") and the subscriber identified on the Order Form ("**Subscriber**"). Subscriber and Indigov are each referred to herein as a "**Party**", and collectively, the "**Parties**". The term Subscriber also includes its Authorized Users (as context permits).

These Terms and Conditions are incorporated by express reference into the attached Order Form, and a signature to the Order Form constitutes acceptance of these Terms and Conditions. These Terms and Conditions and the Order Form are collectively referred to herein as the "**Agreement**".

Recitals

WHEREAS, Indigov has developed certain proprietary software solutions designed to manage constituent communications, optimize workflows, and otherwise facilitate Subscriber's operations (the "**Indigov Software**", as further defined below);

WHEREAS, Subscriber wishes to obtain a subscription license to use the Indigov Solution for the purposes set forth in this Agreement; and

WHEREAS, Indigov is willing to provide such subscription license to Subscriber, all on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. **Definitions.** For purposes of this Agreement, the following capitalized terms have the meanings set forth below. Other capitalized terms are defined in context.

- 1.1. **Access Credentials.** The term "**Access Credentials**" has the meaning set out in Section 2.1.3 (Access Credentials).
- 1.2. **Authorized User.** The term "**Authorized User**" means any of Subscriber's individual employees, agents, and representatives, to whom Access Credentials have been provided.
- 1.3. **Email Sends.** The term "**Email Sends**" means the number of outbound emails that can be sent through the Indigov Software during a calendar month.
- 1.4. **De-identified Data.** The term "**De-identified Data**" means information that meets each of the following criteria: the information: (i) does not identify a particular natural person; (ii) does not identify, by network Internet Protocol address, raw hardware serial number, or raw MAC address, a particular device or computer associated with or used by a person; and (iii) is not reasonably linkable to a particular natural person due to technical, legal, or other controls.
- 1.5. **Documentation.** The term "**Documentation**" means all printed or electronic: (i) user manuals and training materials; (ii) product descriptions and other specifications (including performance standards); (iii) requirements; and (iv) technical and operating manuals.
- 1.6. **Indigov Software.** The term "**Indigov Software**" means: (i) the specific software applications to which Indigov provides Subscriber with access, as further described in the Recitals and related Documentation; (ii) the Indigov System; and (iii) any Indigov-provided modifications, enhancements, or updates to the foregoing.
- 1.7. **Indigov Solution.** The term "**Indigov Solution**" means: (i) the Indigov Software; (ii) the Services; (iii) Documentation; and (iv) any Indigov-provided modifications, enhancements, or updates to the foregoing.
- 1.8. **Indigov System.** The term "**Indigov System**" means the software, business rules, methods, data, know-how, and technology developed or acquired by Indigov to enable the services it provides to its customers, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Indigov or through the use of third party services.
- 1.9. **Intellectual Property Rights.** The term "**Intellectual Property Rights**" means any rights (whether owned or licensed) existing now or in the future under patent law, copyright law, trademark law, data and database protection law, trade secret law, and any and all similar proprietary rights. The term "Intellectual Property

Rights" means those rights as they exist as of the Effective Date, and all such rights subsequently acquired.

- 1.10. **Other Agreements.** The term "**Other Agreements**" means any acceptable use policy, terms of conduct, terms of use, privacy policy, or other agreements that the Parties enter into or that Indigov makes available to Subscriber.
- 1.11. **Services.** The term "**Services**" means those services that Indigov makes available to Subscriber pursuant to the Agreement, including Onboarding Services and Support Services.
- 1.12. **Subscriber Data.** The term "**Subscriber Data**" means all data, information, content, work, and other material that Subscriber or its Authorized Users upload to or otherwise make available via the Indigov Solution.

2. Grant of Rights to Subscriber.

2.1. Subscription License to Indigov Software.

- 2.1.1. **Non-Exclusive Rights in the Indigov Software.** Indigov, under its Intellectual Property Rights, hereby grants to Subscriber during the Term, a limited, non-exclusive, non-transferrable, and non-sublicensable subscription license to access and use the Indigov Software solely for Subscriber's internal purposes; provided that: (i) Subscriber's access shall be limited to cloud-based access to an instance of the Indigov Software that resides in object code form on servers controlled by Indigov and that Indigov makes available to Subscriber; (ii) the access shall be via a browser approved by Indigov; and (iii) the Indigov Software shall in all respects be the current version generally made available by Indigov to all end users.
 - 2.1.2. **Restrictions.** Subscriber agrees that it shall not: (i) sell, rent, lease, sublicense, transfer, modify, create derivative works of, or redistribute the Indigov Solution; (ii) except as expressly permitted pursuant to Section 2.1.1 (Non-Exclusive Right in the Indigov Software), otherwise use or exploit the Indigov Solution; (iii) alter or remove any copyright, patent, trademark, or other protective notices included with the Indigov Solution; (iv) reverse engineer, decompile, or disassemble the Indigov Solution or otherwise attempt to derive any related source code; (v) use the Indigov Software for any unlawful purposes; or (vi) allow any party other than Authorized Users to access or otherwise use the Indigov Solution (with or without Access Credentials).
 - 2.1.3. **Access Credentials.** The term "**Access Credentials**" means any user name, password, security key, or other credential used to verify an individual's identity and authorization to access and use the Indigov Software, including, by way of limited example, single sign-on (SSO) data and certificates. Indigov relies on Access Credentials to verify Authorized Users' identity in order to provide them with access to the Indigov Software. Accordingly, Subscriber agrees, and shall cause each Authorized User to agree, that: (i) Access Credentials shall not be shared with any party other than the specific individual Authorized User for whom such credentials were issued; (ii) immediately notify Indigov and the Subscriber if the security, confidentiality, or integrity of Authorized Users' Access Credentials have been compromised; and (iii) Subscriber and each Authorized User are: (a) solely responsible for maintaining the confidentiality of the Access Credentials, and (b) as between Indigov and Subscriber, Subscriber is solely liable for any and all use of the Indigov Software that occurs as a result of access to it via the Access Credentials of Authorized Users. Indigov shall be responsible for distributing Access Credentials to Authorized Users. In no event shall Authorized Users' use of the Indigov Software exceed the subscription metrics specified on the Order Form.
- 2.2. **Non-Exclusive Rights in Documentation.** Indigov, under its Intellectual Property Rights, hereby grants to Subscriber during the Term, a limited, non-exclusive, non-transferrable, and non-sublicensable license to access and use (but not modify) the Documentation solely in connection with Subscriber's use of the Indigov Solution.
- 2.3. **Third Party Materials.** The Indigov Solution may incorporate, embed, or be bundled with software or components that are owned by third parties, including software or components that are subject to terms and conditions of third party licenses (collectively, the "**Third Party Materials**"). Subscriber's use of Third Party Materials, if any, is governed by the terms and conditions contained in the applicable third party's license agreement or other applicable agreement, a copy of which shall be provided upon Subscriber's request.
- 2.4. **No Implied Rights.** Nothing in this Agreement shall be construed as granting Subscriber any rights other than

those expressly provided herein. Any rights granted to Subscriber under this Agreement must be expressly provided herein, and there shall be no implied rights pursuant to this Agreement, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted to Subscriber herein are expressly reserved by Indigov.

3. Subscriber Grant of Rights to Indigov.

3.1. License to Subscriber Data. Subscriber, under its Intellectual Property Rights, hereby grants to Indigov, during the Term, a non-exclusive, non-sublicenseable, non-transferable, limited license to use, display, publish, and reproduce Subscriber Data for purposes of performing its obligations under this Agreement.

3.2. Contributions. Subscriber, under its Intellectual Property Rights, hereby grant to Indigov a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, fully paid-up, sublicensable, and transferable license to copy, use, modify, and otherwise exploit Subscriber's suggestions, recommendations, and ideas relating to the Indigov Solution or Indigov's business (collectively, the "**Contributions**") for any and all purposes and for as long as Indigov sees fit. By way of clarification, and not limitation, Subscriber agrees that: (i) Subscriber has no expectation of review, compensation, or other consideration for Indigov's use and exploitation of Contributions, and (ii) Indigov is free to use and exploit the Contributions in Indigov's sole discretion and without compensation or other obligation to Subscriber.

4. Ownership. Other than those rights expressly granted to Subscriber under this Agreement, Indigov, its subcontractors, its service providers, and its licensors (as the case may be), retain all right, title, and interest in and to: (i) the Indigov Solution and its components, including all Intellectual Property Rights embodied therein; (ii) Indigov Confidential Information; and (iii) any modifications, enhancements, updates, and other improvements thereto. Subscriber shall not acquire any rights in the Indigov Solution or other Indigov Confidential Information by implication, course of conduct, or other means, apart from the express grant of rights provided in this Agreement. The Indigov Solution is licensed or made available under a subscription license to Subscriber, and not sold.

5. Fees and Payment.

5.1. Fees. Subscriber shall pay Indigov the fees associated with Subscriber's use of the Indigov Solution, as such fees are set forth in the Order Form, and any other fees payable hereunder (collectively, the "**Fees**"). Fixed annual Fees are payable annually in advance, and any variable Fees for the Indigov Solution are payable monthly in arrears, as incurred, all at Indigov's then-current rates. Unless expressly otherwise provided herein, all Fees are stated and payable in U.S. dollars, are nonrefundable, and shall be paid without right of setoff. Subscriber may: (i) increase the number of Email Sends upon written notice to Indigov at any time during the Term, subject to additional Fees; and (ii) reduce the number of Email Sends upon written notice to Indigov, however, such reduction shall be effective only upon the next Renewal Term if any.

5.2. Invoices. Indigov will invoice Subscriber for any Fees payable by Subscriber hereunder. All invoiced amounts not disputed in good faith by Subscriber in a writing delivered to Indigov prior to the applicable due date shall be due and paid by Subscriber by EFT to the financial institution designated by Indigov within thirty (35) days after the date on which Indigov invoices are received and reviewed by Subscriber.

5.3. Taxes. Subscriber is exempt from state, local and federal taxes. Subscriber will not be responsible for any taxes invoiced by Indigov or levied on Indigov as a result of this Agreement.

6. Indigov Services.

6.1. Onboarding Services. Indigov shall provide Subscriber with the initial implementation, configuration, setup, integration, and other onboarding services as set out in the Documentation (the "**Onboarding Services**").

6.2. Support Services; Availability. During the Term, Indigov shall use commercially reasonable efforts to make the Indigov Software available to Subscriber without significant interruption or material deviations from the applicable Documentation (each, an "**Error**"). If the Indigov Software experiences material Errors, which are not due to scheduled or intended downtime or as a result of events beyond Indigov's control, then Indigov shall use commercially reasonable efforts to restore the intended functionality (the "**Support Services**"). As part of the Support Services, Indigov shall provide helpdesk support by telephone and/or email for basic questions related to the Indigov Software. In providing Support Services, Indigov shall use efforts that are reasonable in light of the severity of the Error, and in accordance with Indigov's then-current standard operating procedures.

6.3. Additional Support and Training. Other than the Onboarding Services and the Support Services, Indigov shall not provide any support or other services. Indigov shall be available to offer reasonable additional support and training under separate, mutually agreeable terms and conditions. In addition, Indigov is entitled to charge Subscriber, in accordance with Indigov's (or its service providers') then-current pricing and other applicable policies, for provision of Support Services required due to: (i) problems, errors, or inquiries caused by Subscriber's or an Authorized User's actions or omissions, Subscriber Data, or Subscriber systems; and (ii) excessive requests for Support Services.

7. Monitoring; Analytics. Subscriber agrees that Indigov may monitor and audit Subscriber's use of the Indigov Solution to confirm Subscriber's compliance with this Agreement and for Indigov's other business purposes, including analyzing and improving the Indigov Solution. Indigov shall be entitled to collect, generate from any dataset or source (including Subscriber Data), compile, analyze, and otherwise use (a) statistical data related to Subscriber's use of the Indigov Solution, and (b) other data that qualifies as De-Identified Data (collectively, the "**Indigov Analytics**") for any and all purposes and for as long as Indigov sees fit. By way of clarification, and not limitation, Subscriber agrees that (i) Subscriber has no expectation of review, compensation, or other consideration for Indigov's use and exploitation of Indigov Analytics, and (ii) Indigov is free to use and exploit the Indigov Analytics in Indigov's sole discretion and without compensation or other obligation to Subscriber. As between Indigov and Subscriber, Indigov shall own all right, title, and interest in and to the Indigov Analytics.

8. Representations and Warranties.

8.1. Mutual Representations and Warranties. Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing, and is qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out its obligations under this Agreement; (ii) its execution, delivery, and performance of this Agreement will not violate or constitute a default under any agreement by which such Party is bound, or under such Party's organizational documents; (iii) it has the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform its obligations under this Agreement; and (iv) this Agreement has been duly executed and delivered by such Party and constitutes a valid and binding agreement, enforceable in accordance with its terms.

8.2. Indigov Representations and Warranties. Indigov represents and warrants that: (i) the Indigov Solution shall be, to its knowledge, free of viruses, worms, Trojan horses, or other similar malicious code; and (ii) Indigov shall provide the Services in a professional and workman-like manner, using qualified personnel.

8.3. Subscriber's Representations and Warranties. Subscriber represent and warrant to Indigov that: (i) the Subscriber Data and Contributions do not and shall not infringe the Intellectual Property Rights or other rights of a third party; (ii) Subscriber shall not upload any virus or malicious code to the Indigov Solution or otherwise use the Indigov Solution to develop a virus or malicious code; and (iii) Subscriber shall comply with the Other Agreements.

8.4. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8 (REPRESENTATIONS AND WARRANTIES), INDIGOV DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE INDIGOV DATA SOLUTION AND OTHER INDIGOV CONFIDENTIAL INFORMATION, WHETHER EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8 (REPRESENTATIONS AND WARRANTIES), THE INDIGOV SOLUTION, AND ALL INDIGOV PERFORMANCE OBLIGATIONS AND ALL PERFORMANCE OBLIGATIONS OF INDIGOV'S SUBCONTRACTORS, SERVICE PROVIDERS, AND LICENSORS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. INDIGOV DOES NOT REPRESENT OR WARRANT THAT: (i) THE INDIGOV SOLUTION, OTHER INDIGOV CONFIDENTIAL INFORMATION, OR OTHER PERFORMANCE OBLIGATIONS WILL MEET SUBSCRIBER'S REQUIREMENTS OR RESULT IN ANY DESIRED OUTCOME, OR (ii) THE INDIGOV SOLUTION'S OPERATION OR DELIVERY WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, INDIGOV HEREBY DISCLAIMS (FOR ITSELF, ITS SUBCONTRACTORS, SERVICE PROVIDERS, AND LICENSORS) ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE INDIGOV SOLUTION AND OTHER PERFORMANCE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

9. Limitations on Remedies.

9.1. Consequential Damages Waiver. IN NO EVENT SHALL INDIGOV BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER ECONOMIC LOSS, EVEN IF INDIGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2. Limitation of Liability. IN NO EVENT SHALL INDIGOV'S TOTAL AGGREGATE LIABILITY TO SUBSCRIBER FOR ANY CLAIMS OR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY INDIGOV DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE ALLEGED BREACH.

10. Reserved.

11. Confidentiality. Confidential Information under this Agreement shall consist of all non-public information disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether oral or in writing (including electronic transmission): (i) that is designated as "Confidential" or "Proprietary" by the Disclosing Party at the time of disclosure or within a reasonable period thereafter; (ii) that concerns the customers, finances, methods, research, processes, or procedures of the Disclosing Party; or (iii) that by the nature of the circumstances surrounding disclosure, or the information itself, should in good faith be treated as confidential (collectively, the "**Confidential Information**").

11.1. Non-Disclosure; Standard. The Receiving Party shall retain the Disclosing Party's Confidential Information in strict confidence and shall not use such Confidential Information except for purposes permitted under this Agreement. The Disclosing Party shall be entitled to disclose Confidential Information on a need-to-know basis to its employees, agents, and contractors, provided that the same are bound by non-disclosure and confidentiality obligations no less protective than those set out in this Agreement. The Receiving Party shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own confidential information, but shall not use less than reasonable care and diligence. Except to the extent that a Party retains ongoing rights, the Receiving Party shall return or destroy all Confidential Information of the Disclosing Party (including, but not limited to, all copies of the same) in its possession or control immediately upon the Disclosing Party's request.

11.2. Exceptions. The Receiving Party's obligations with respect to the Disclosing Party's Confidential Information shall not apply to Confidential Information that the Receiving Party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) was or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the Disclosing Party with respect to such Confidential Information; or (iii) was independently developed by the Receiving Party without reference to the Confidential Information. The Disclosing Party's obligations under Section 11.1 (Non-Disclosure; Standard) shall not apply to information that is required to be disclosed by law, provided that the Disclosing Party is promptly notified by the Receiving Party in order to provide the Disclosing Party an opportunity to seek a protective order or other relief.

12. Term and Termination.

12.1. Term. This Agreement shall take effect on the Effective Date and, unless terminated earlier in accordance with Section 12.2 (Termination), shall continue in force for the initial term specified on the Order Form (the "**Initial Term**").

12.2. Termination.

12.2.1. Termination for Cause; Suspension. Either Party shall be entitled to terminate this Agreement for material breach by the other, upon providing written notice to the other Party reasonably identifying the breach and a thirty (30) day (or, in the case of nonpayment, ten (10) day) period to cure, commencing on such Party's receipt of this notice (the "**Cure Period**"). In the event the Party in breach does not cure the breach within the Cure Period to the reasonable satisfaction of the non-breaching Party, this Agreement shall automatically terminate as of the last date of the Cure Period. Subscriber acknowledges and agrees that, in addition to Indigov's other rights hereunder, Indigov may, in its sole discretion, immediately suspend or disable Subscriber's right and ability to access and use the Indigov Solution, without notice and without liability, if Indigov reasonably believes that Subscriber has breached or failed to comply with any of the terms of this Agreement or for any other reason that Indigov believes is causing risk, liability, loss, or damage to Indigov, the Indigov Solution, any other users of the Indigov Solution, or any other third parties. In the event of a suspension of Subscriber's use of the Indigov Solution, Subscriber shall promptly

cooperate with Indigov in attempting to resolve the applicable issue.

12.2.2. Insolvency. Either Party shall be entitled to terminate this Agreement immediately upon written notice, if the other Party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property, or the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other Party and is not dismissed within ninety (90) days, or the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

12.3. Effect of Termination or Expiration.

12.3.1. Cessation of Use of Indigov Solution; Certain Licenses. Upon termination or expiration of this Agreement, Subscriber's (including its Authorized Users') rights to access and use the Indigov Solution shall immediately end and Indigov shall have no further obligation to provide the Indigov Solution or any services to Subscriber.

12.3.2. Destruction of Confidential Information. Unless otherwise expressly permitted under this Agreement, promptly after termination or expiration of this Agreement, each Party shall (i) either (a) return the other Party's tangible Confidential Information, or (b) permanently destroy or irretrievably delete such Confidential Information from storage media; provided, that the foregoing shall not require any deletion where doing so would require an extraordinary effort and such information is (1) archived in the ordinary course, or (2) otherwise not readily accessible; and (ii) destroy all information, records, and materials developed from the other Party's Confidential Information (collectively, the "**Derived Information**"). Upon request, a Party shall certify in writing to the destruction of such Confidential Information and Derived Information. Notwithstanding the foregoing, Indigov's rights to retain and use De-Identified Data and other Indigov Analytics shall survive the termination of this Agreement.

12.3.3. No Effect on Prior Obligations. Any termination or expiration of this Agreement shall not affect any obligation which accrued prior to such termination or expiration, and Subscriber shall remit to Indigov all amounts due and payable (including, if terminated for Subscriber's breach, any court costs, attorneys' fees, and out-of-pocket expenses incurred by Indigov in connection with Subscriber's breach) within thirty (30) days after the effective date of termination or expiration.

13. General.

13.1. Governing Law; Exclusive Jurisdiction. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Delaware without regard to any conflict of laws principles. The exclusive venue and jurisdiction for any action or proceeding arising out of this Agreement shall be the courts located in the judicial district that includes the District of Columbia. The Parties accept the personal jurisdiction of such courts.

13.2. Assignment. This Agreement is not assignable by Subscriber without Indigov's prior written consent. Indigov reserves the right to assign the rights and obligations under this Agreement for any reason and in Indigov's sole discretion. The Parties' rights, duties, and obligations shall bind and inure to the benefit of their respective successors and permitted assigns.

13.3. United States Government License Rights; Restricted Rights. This Section 13.3 (United States Government License Rights; Restricted Rights) applies if Subscriber is a United States government entity or if Subscriber is licensing the Indigov Solution on behalf of, or for the benefit of, a United States government entity. The Indigov Solution (and its components) are commercial computer software developed at private expense and are provided with RESTRICTED RIGHTS to the United States government. Use, duplication, or disclosure of the Indigov Solution by the United States government is subject to the license terms of this Agreement, and, to the extent applicable, FAR 12.212, DFAR 227.7202-1(a), DFAR 227.7202-3(a) and DFAR 227.7202-4 and, to the extent required under United States federal law, the minimum restricted rights as set out in FAR 52.227-19 (DEC 2007). If FAR 52.227-19 is applicable, this provision serves as notice under clause (c) thereof and no other notice is required to be affixed to the Indigov Solution. The United States government's rights in the Indigov Solution shall be only those set forth in this Agreement.

- 13.4. Force Majeure.** Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations due to any other cause which is beyond its reasonable control, including, by way of example, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, terrorism, war, governmental action, earthquakes, pandemics and other public health emergencies.
- 13.5. Independent Contractors.** The Parties are independent contractors, and no agency, partnership, joint venture, or employer-employee relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party.
- 13.6. Severability; Waiver; Headings.** Any provision of this Agreement determined to be unenforceable or invalid by applicable law or court decision shall not render this Agreement unenforceable or invalid as a whole and, in such event, such provision shall be changed and interpreted so as to best accomplish its objectives within the limits of applicable law or court decision. A Party's failure to require the other Party's performance of any obligation herein shall not affect the full right to require such performance at any time thereafter. A Party's waiver of the other Party's breach of any obligation under this Agreement shall not be taken or held to be a waiver of the obligation itself or of any past or subsequent breaches of the same obligation. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.
- 13.7. Entire Agreement.** This Agreement and the Other Agreements (which are incorporated into this Agreement for all purposes) set forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. In the event of a conflict or inconsistency between this Agreement and the Other Agreements, this Agreement shall control and such conflict or inconsistency shall be resolved in favor of this Agreement. Neither Party is relying on any warranties, representations, assurances, or inducements not expressly set forth herein. This Agreement may be changed only by a writing signed by both Parties.
- 13.8. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. A photocopy, facsimile, or scanned copy of a signature page on this Agreement shall have the same force and effect as an original ink signature.
- 13.9. Survival.** In addition to any other right or obligation that by its nature is intended to survive any termination or expiration, the following Sections shall survive any termination or expiration of this Agreement: (i) Section 2.4 (No Implied Rights); (ii) Section 3.2 (Contributions); (iii) Section 4 (Ownership); (iv) Section 7 (Monitoring; Analytics); (v) Section 8.3 (Subscriber's Representations and Warranties); (vi) Section 8.4 (Warranty Disclaimer); (vii) Section 9 (Limitations on Remedies); (viii) Section 11 (Confidentiality); (ix) Section 12.3 (Effect of Termination or Expiration); and (x) Section 13 (General).
- 13.10. Notice.** Any notices required or permitted herein shall be given to the appropriate Party at the address specified on the Order Form or above or at such other address as the Party specifies in writing. Such notice shall be deemed given: (i) upon personal delivery; sent by certified or registered mail, postage prepaid; or sent by commercial courier service.
- 13.11. Remedies.** Except as expressly stated herein, no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy available to a Party hereunder or otherwise existing at law, in equity, by statute, or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue any other available remedies.
- 14. Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that the undersigned (Indigov Corporation) is the Contractor, Vendor or Service Provider (Contractor), or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-9.5.

14.1.

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