

1. Terms of Payment. Company will invoice Sponsorship Fee specified above on the Effective Date of this Agreement. All payments made Sponsor shall be due in full on or before the Sponsorship Fee Due Date specified above ("**Due Date**"). Except as specified in Sections 4, and 5 below, all Sponsorship Fees due are non-cancellable and all Sponsorship Fees paid are non-refundable. Payments by Sponsor to Company shall be in U.S. Dollars payable to OpenGov, Inc., 955 Charter Street, Redwood City, CA 94063.

2. Use of Event Space. Sponsor may display information regarding its products and/or services strictly within the confines of the event space assigned by Company under this Agreement ("**Event Space**"). Company reserves the right, at its sole discretion, to designate exhibit space or make changes to the location, size, layout, arrangement and display limits of the exhibits. Sponsor may not sublet, resell or otherwise transfer the event space to any third party. Sponsor shall not use the event space to represent, advertise, distribute literature for, or otherwise promote the products or any services or any firm, individual, or third party (other than Sponsor), except and unless approved in writing by Company. Without limiting the parties' rights or obligations under this Section 2, Company shall have the right to reasonably: (a) reject request for approval from Sponsor with regard to Sponsor's use of the event space; or (b) revoke any prior approval regarding Sponsor's use of the event space. Sponsor shall conduct its booth/table in a decorous manner in order not to be objectionable to Company, other sponsors, the Event Space or the public. Company reserves the right to restrict or prohibit exhibits which, because of notice, method of operation, content, or any other reason are objectionable or otherwise detract from or are out of keeping of the Event. Sponsor shall not paste, nail or otherwise affix any exhibit, sign or other materials, to walls, doors, or other equipment and furnishings. Sponsor shall return the premises in as good a condition as they were received. Anyone visiting, viewing or otherwise participating in Sponsor's booth is deemed to be the invitee or licensee of Sponsor while so visiting, viewing or otherwise participating in Sponsor's booth, rather than the invitee of Company or the Event Space.

3. Other Event Guidelines. Prior to the Event Date specified above, Company may provide Sponsor with event guidelines and other rules or regulations that will apply to Sponsor's participation in and/or sponsorship of the Event. Sponsor acknowledges its understanding that such guidelines are in addition to the terms and conditions of this Agreement, and may include terms of use required by the provider(s) of the Event venue(s). Any guidelines and other rules associated with the use of the Event venue(s) or Sponsor activities are subject to amendment after the Effective Date and Company retains exclusive and final determination as to interpretation, enforcement, waiver, or amendment of any such regulations or rules as applicable to Sponsor. Sponsor shall comply with all fire laws, electrical codes and all other applicable rules, regulations, codes or statutes with respect to the installation, conduct and disassembly of its exhibit.

4. Cancellation by Sponsor. Sponsor may cancel this Agreement for convenience at any time prior to the event by providing written notice of such cancellation to Company. In the event of cancellation, Sponsor shall be liable for 100% of the total cost of Sponsor's participation ("**Cancellation Fees**"). Payment of any Cancellation Fees must be received within fifteen (15) days of such cancellation. The effective date of any cancellation shall be the date Company receives Sponsor's written notice as specified above. If Sponsor has already paid the Sponsorship Fee on or before the Due Date, then Company shall reimburse to Sponsor the difference between the Sponsorship Fee and the Cancellation Fees, if any, within thirty (30) days of the effective date of cancellation. Sponsor understands these Cancellation Fees have been incorporated into this Agreement as a valid pre-estimate of damages Company will sustain as a result of Sponsor's cancellation and that such Cancellation Fees are fair and not a penalty. Upon cancellation by Sponsor, Sponsor's sole liability to Company and Company's exclusive remedy, shall be the Cancellation Fees paid by the Sponsor under this Agreement and any decorating fees (as described below) incurred by Company as a result of such cancellation. All decorating expenses incurred by Company in connection with the cancelled display space, if any, shall be due by Sponsor to Company on demand. In such event payment shall be payable within fifteen (15) days after Company demands such payment from Sponsor. Subsequent reassignment of canceled sponsorship shall not affect this cancellation assessment.

5. Changes or Cancellation by Company. Company reserves the right, in its sole discretion, to change the Event sites, hours, or dates at any time. Company reserves the right to cancel the Event or to terminate this Agreement for any reason at any time upon written notice to Sponsor. Upon cancellation or termination by

Company, Company's sole liability to Sponsor, and Sponsor's exclusive remedy, shall be a refund of any Sponsorship Fee paid by the Sponsor under this Agreement.

6. Independent Contractor. The parties to this Agreement acknowledge and expressly agree that they are and shall remain independent contractors for all purposes arising under this Agreement. The parties expressly agree that neither of them have interpreted nor construed any part of this Agreement as: (a) creating an agency, partnership, or joint venture between Company and Sponsor, upon signing nor in the future, (b) creating or establishing any relationship of employer and employee between Sponsor and Company (or any employee of agent of Company and/or Sponsor), upon signing nor in the future. Each party under this Agreement shall be individually and solely responsible for performing their respective obligations as set forth in this Agreement.

7. Sponsor Name and Logos. Commencing as of the Effective Date and for a period of one (1) year after the event, Sponsor grants Company a non-exclusive, non-transferable, worldwide, personal license to use Sponsor's name and/or logo in connection with advertising and marketing activities related to the Event. Any use by Company of Sponsor names and/or logos shall be in accordance with the following use guidelines. Company may use Sponsor's name and/or logos in connection with:

- a. Company identifying Sponsor's representative(s) participating in the event; and
- b. pre-Event materials designed to advertise or promote the event; and
- c. post-Event materials referencing and/or describing the Event.

Sponsor agrees to supply Company with Sponsor's logos, including digital files and/or artwork. Such logos shall be promptly provided to Company in a reasonable manner in which Sponsor wants the logos to appear in promotional and other materials as described in this Section 7. Company shall not use Sponsor's name and/or logos for any other purposes other than as described in this Agreement and in connection with the Event. In no event will Company use Sponsor's name and/or logos in a manner that would be considered disparaging or distasteful, or would otherwise violate any applicable laws or regulations.

8. Liability and Insurance. The parties expressly agreed that neither Company nor the Event venue(s) shall be liable for any damages, injury or loss to Sponsor's property (including tangible or intangible property), persons, or any invitees related to Sponsor's Event Space or otherwise to Sponsor's participation in the Event, provided that such damages, injury or loss are not the direct result of the gross negligence or willful misconduct of Company. Sponsor shall indemnify Company against, and hold it harmless from any grievances, complaints, damages, liabilities or losses arising or resulting from the conduct of Sponsor (including Sponsor's employees, agents, representative, licensees, affiliates, or invitees) in connection with the Event. Sponsor shall maintain adequate insurance against all such risks.

9. Limitation of Liability. In no event will Company be liable for any indirect, incidental, special or consequential damages (including damages for loss of profits, revenue, data, or use) incurred by Sponsor (including Sponsor's employees, agents, representatives, or invitees), whether such actions arise in contract or tort, even if Company has been advised of the possibility of such damages, provided that such damages are not the direct result of the gross negligence or willful misconduct of Company. Total aggregate liability of Company under this Agreement shall not exceed the amount of the fees paid by Sponsor to Company under this Agreement.

10. Force Majeure. Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by riot, fire, flood, earthquake, natural disaster, electronic virus, electronic attack or infiltration, Internet disturbance, electronic equipment or availability failure, government act or other similar cause beyond such party's reasonable control. Company reserves its right to collect any sums due by Sponsor that were accrued and owed prior to the force majeure event and in no event will this Section be considered a waiver by Company of its right to collect any such sums. Either party shall have the option, but not the obligation, to terminate this Agreement, if one or both of the parties are unable, for a period of twenty (20) continuous days or more, to perform their obligations hereunder as the result of a force majeure event, and such failure cannot be cured within the continuous twenty (20) days. If the Agreement is terminated by Sponsor in such case, no Cancellation Fees shall be due to Company.

11. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by electronic or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to Sponsor's address set forth above, and to Company at 955 Charter Street, Redwood City, CA 94063, attention General Counsel.

12. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California without regard to the choice or conflicts of law provisions of any jurisdiction.

13. Severability. If a court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve an economic effect that is as near as possible to that provided by the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

14. Waiver; Modification. If a party waives any term, provision or a party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the party against whom such waiver is asserted. No waiver by a party of a breach of this Agreement by the other party shall constitute a waiver of any other or subsequent breach by such other party. This Agreement may be modified only if authorized representatives of both parties consent in writing.

15. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements concerning such subject matter, whether written or oral.