

ORDER FORM

Customer Details ("Customer")		Civia Inc. dba GovAI ("GovAI")	
Legal Name:	City of Greenfield	Address:	Civia / GovAI 210-137 Glasgow St Kitchener ON Canada N2G 4X8
Address:	10 S. State Street Greenfield, IN 46140	Billing Contact:	Billing@GovAI.com (249) 444-2484
Billing Contact:	Rob Souchon, Information Technology rsouchon@greenfieldin.org	IRS EIN #	98-1807134

Service Description

Civia Inc. dba GovAI has developed a software-as-a-service ("SaaS") product offered as a platform (the "GovAI Platform"), which provides to Customer and its Customer Personnel AI/LLM tools that include a compliance and safety layer and contextual optimizations for public sector use-cases through the GovAI website <https://govai.com> (the "Website", together with the GovAI Platform and their respective features and functionality, the "Service").

Agreement Details

Effective Date of Agreement:	January 1, 2026	Order Form Valid If Executed By:	December 21, 2025
Subscription Period (Term):	Annual (January 1, 2026 – December 31, 2026)		
Subscription Currency (\$):	USD		
Subscription Fees	Line Item	Value	
	GovAI Enterprise – per year	\$24,950.00	
	Early Partner Program Discount	-\$10,000.00	
	SSO & SCIM Included		
	Custom Folios Included		
	Subtotal	\$14,950.00	
	Total	\$14,950.00	

Limitations & Additional Terms:


- Users limited to staff directly and actively employed by City of Greenfield and not sub-organizations, contractors, or others
- Early Partner Program Discount to be honored in perpetuity – thank you! Total amount (\$14,950) to be invoiced upon execution of agreement.

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTOOD THE TERMS OF THIS THE SUBSCRIPTION AGREEMENT (INCLUDING THE ABOVE ORDER FORM AND THE SUBSCRIPTION TERMS SET OUT IN SCHEDULE "A" HERETO) AND, FOR GOOD AND VALUABLE CONSIDERATION, AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS SUBSCRIPTION AGREEMENT.

City of Greenfield

By: _____
Name: _____
Title: _____

GovAI

By:  _____
Name: Andrew Wilgar
Title: CGO, Client Relations

I have authority to bind the Customer

SCHEDULE A: Subscription Terms

This Subscription Agreement (the “**Agreement**”) is an agreement between “**Customer**” (identified in the subscription order form below “**Order Form**”) and Civia Inc. dba GovAI, a Canadian corporation with its primary place of business located at the address set forth in the Order Form (“**GovAI**”, together with Customer, the “**Parties**” and each, a “**Party**”) entered into as of the effective date set out in Order Form below (the “**Effective Date**”). This Agreement is comprised of this Order Form, and the Agreement Terms (“**Subscription Terms**”) attached as Schedule “A” hereto. In the event of a conflict or controversy between the terms and provisions of the Order Form and the Subscription Terms, the terms of the Order Form shall prevail over the Subscription Terms. Each Party will notify the other in writing of any changes to each Party’s contact information.

1. TERM AND TERMINATION.

1.1 **Term.** This Agreement commences as of the Effective Date and shall continue in effect for the term indicated on the Order Form (“**Initial Term**”). Thereafter, the term of the Agreement shall be automatically renewed, on a annual basis, on the anniversary of the Effective Date this Agreement as a “**Renewal Term**”), unless either party gives written notice of non-renewal to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term hereof (the “**Initial Term**”, and any “**Renewal Term**”, together with the “**Term**”).

1.2 **Termination for Cause.** A Party may terminate this Agreement for cause: (i) upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

2. **LIMITED LICENSE.** Subject to the terms of this Agreement including payment of the applicable fees for Service set out in the Order Form (“**Subscription Fees**”), GovAI hereby grants to Customer, a non-exclusive, non-transferable, non-sublicensable (except to Customer Personnel), limited internal license to access and use during the Term the Service and Documentation (if any) for the duration of the Term. Customer and any authorized director, officer, employee, or contractor under the employ or other engagement of the Customer (“**Customer Personnel**”) shall access and use the Service solely for internal business purposes, and subject to any user or account restrictions set forth in the Order Form.

3. **RESTRICTIONS.** Customer shall not and shall not permit anyone to, directly or indirectly, (i) modify, translate, adapt, disassemble, reverse assemble or engineer, reverse compile or decompile, or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service and/or any Documentation (except to the extent expressly permitted by GovAI or authorized within the Service); (ii) copy, sublicense, distribute, assign, re-license, sell, lease, transfer, or otherwise use the Service for time-sharing or otherwise for the benefit of a third-party; (iii) circumvent any user limits or other timing or use restrictions that are built into the Service; (iv) frame or mirror any content forming part of the Service; (v) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (vi) use the Service to send or store means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs (“**Malicious Code**”); (vii) have access to the Service to interfere with or disrupt the integrity or performance of the Service or the data contained therein; (viii) (a) build a competitive offering or product, and/or (b) copy any ideas, features, functions or graphics of the Service; and/or (ix) remove any identifying marks, logos, labels, or other proprietary notice from the Service.

4. **CUSTOMER DATA.** Customer grants to GovAI a non-exclusive, worldwide, royalty-free fully paid-up license to access, collect, use, analyze, store and process any information, materials, and any content transmitted to or from the Service by or to Customer or Customer’s Personnel (“**Customer Data**”) solely to: (i) provide the Service to Customer; and (ii) evaluate and improve the functions, features and operation of the Service. To the extent that any

Customer Data or information transmitted to and collected by the Service, includes personal information, GovAI will treat such information as confidential in accordance with the requirements of Section 9 below. Customer Data expressly excludes any Feedback (defined below) provided by Customer to GovAI or transmitted thereby to the Service, which such Feedback shall be owned exclusively by GovAI on the terms set out in Section 5.

For the avoidance of doubt:

(a) the license contemplated herein shall not permit GovAI to create aggregated data sets (whether anonymized, de-identifying, statistical or otherwise) for purposes of training the Platform or any third party LLMs used by the Platform,

(b) Customer Data will not be used to train the AI models of the Platform or any third party LLMs, and

(c) GovAI has opted out, and shall continue to opt out, of all available options to do so, as applicable, for any such third party LLM.

In addition:

(d) Customer retains full control over the retention and deletion of Customer Data throughout the entire contract lifecycle, including during the pilot phase, the term of the contract, and upon termination. Customer may configure data retention periods through in-app settings.

(e) When Customer Data is pruned in accordance with a configured retention schedule, an archive of the data will be generated and delivered to Customer via secure SFTP transmission.

(f) Upon receipt of a termination notice from Customer, GovAI shall securely delete all Customer Data from its systems within sixty (60) days, unless otherwise directed by Customer through configured retention settings or other written instruction.

5. **FEEDBACK.** Customer may from time to time provide to GovAI reasonable feedback with respect to the Service, including without limitation information on usability and evaluation of the Service and Documentation ("**Feedback**"). Customer agrees that any such Feedback, as well as any other

know-how, developments, improvements, or data concerning the Service that Customer may suggest or provide to GovAI (collectively, "**Improvements**") will be the sole property of GovAI and may be used by GovAI for any purposes GovAI sees fit.

6. **PROPRIETARY RIGHTS.** As between GovAI and Customer, Customer owns all right, title and interest in and to Customer Data. All Intellectual Property Rights in and to the Service and Documentation shall, at all times, remain exclusively with GovAI and its licensors. Customer shall acquire no right whatsoever to all or any part of the Service except the right to use the Service in accordance with the terms of this Agreement and GovAI and its licensors reserve all rights not expressly granted to Customer.

As used herein: (i) "*Documentation*" means, any written or electronic technical documentation, including user manuals, reference materials and/or release notes (if any) that is made available with the Service, and which may be updated and amended from time to time; and (ii) "*Intellectual Property Rights*" means, all proprietary rights in and to Documentation, patents, trademarks, tradenames, trade dress, trade secrets, authorship (including the Documentation, expressions, designs, copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation, all industrial and other intellectual property rights, and all modifications, translations or adaptations, improvements or developments in and of the foregoing, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered, all registrations, rights to register or apply for registration, renewals, reversions, all waivers and assignments of moral rights, all assignments of model and property releases, and all rights to enforce such rights or interest, in any work, including without limitation, the structure, sequence and organization of the same, worldwide and in perpetuity.

7. **CUSTOMER OBLIGATIONS.** Customer agrees to: (i) comply and cause Customer Personnel to comply with its confidentiality obligations, and all other obligations set out in this Subscription Agreement; (ii) be solely responsible and liable at all times for all activities that occur in and on its accounts; (iii) have

sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to, or use of the Service, and notify GovAI promptly of any such unauthorized access or use; and (v) use the Service as it is intended to be used solely for Customer's internal purposes, and will comply with all applicable laws, statutes, constitution, principles of common law, rules, regulations, codes, acts, ordinances, orders, decrees, injunctions, by-laws, authorizations, directions, requirements, rulings, injunctions, agreements, and consents enacted, adopted, and/or in force by a court or governmental authority, body or department ("Applicable Law").

8. FEES & PAYMENT.

- 8.1 **Fees.** Customer shall pay GovAI the Subscription Fees as specified in the Order Form.
- 8.2 **Invoicing & Payment.** Unless otherwise stated on the Order Form, Subscription Fees will be invoiced quarterly or annually in advance, and payment is due net thirty (30) days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information with GovAI.
- 8.3 **Overdue Payments.** Any payment not received from Customer by the due date may accrue, at GovAI's discretion, late charges at the rate of 0.67% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 8.4 **Taxes.** Unless otherwise stated, the Subscription Fees do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use, or withholding taxes (collectively, "Taxes"). Unless otherwise exempt, Customer is responsible for paying all Taxes associated with its purchases pursuant to the Subscription Agreement, excluding taxes based on GovAI's net income or property. If GovAI has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides GovAI with a valid tax exemption

certificate authorized by the appropriate taxing authority.

- 8.5 **Audit Rights.** GovAI shall have the right to use the capabilities of the Service to confirm the number of users using the Service and Customer's compliance with these Subscription Terms.
- 8.6 **Suspension of Service.** If Customer's account is sixty (60) days or more overdue, then in addition to any of its other rights or remedies, GovAI shall have the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.
- 8.7 **Fee Changes.** At the end of the Initial Term or any Renewal Term, GovAI may change, in its sole discretion, any fees (including Subscription Fees), upon thirty (30) days prior written notice to Customer, and such revised prices shall become applicable to Customer at the start of the next Renewal Term. Any annual price increase shall not exceed the greater of (a) three percent (3%) or (b) the percentage change in the Consumer Price Index (CPI) for the preceding twelve (12) months, as published by the U.S. Bureau of Labor Statistics.

9. CONFIDENTIALITY.

- 9.1 **Definitions.** As used in this Section 9, "Confidential Information" shall mean and include information disclosed by GovAI or Customer (the "Disclosing Party") to the other (the "Recipient") during the term of the Agreement that is either (i) marked as confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient not more than thirty (30) days after the initial disclosure. Notwithstanding the foregoing, in no event shall the absence of such a mark or legend preclude disclosed information which would be considered confidential by someone exercising reasonable business judgment from being treated as Confidential Information. Confidential Information includes the Service (and the results of any testing or evaluation of the Service), Documentation, and any other related information furnished by GovAI to Customer, including, without limitation, all Intellectual Property Rights, information, pricing plans, know-how, product plans, technical information and specifications.

9.2 **Compliance and Obligations.** The Disclosing Party agrees to keep confidential any and all Confidential Information of Recipient and shall take reasonable steps it takes to protect its own Confidential Information. Recipient shall only disclose such Confidential Information (i) to its Personnel, agents, or representatives who have a need to know such information, for the purpose of performing their obligations under this Agreement, and who have entered into confidentiality agreements and are bound by confidentiality obligations no less protective as this Agreement, or (ii) to the extent required by Applicable Law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the Disclosing Party shall give the recipient reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

9.3 **Freedom of Information Requests and Public Records Laws.** Notwithstanding the obligations in this Section 9, the Customer may be subject to applicable public records laws, including but not limited to the Freedom of Information Act (FOIA) or similar state or provincial legislation, which may require disclosure of certain information. If the Customer receives a request for the disclosure of Confidential Information under such laws, the Customer shall promptly notify GovAI of the request and, to the extent legally permissible, allow GovAI to seek a protective order or other appropriate remedy to protect the Confidential Information. If GovAI fails to obtain such remedy, the Customer may disclose the requested Confidential Information in accordance with Applicable Law, and such disclosure will not constitute a breach of this Agreement.

9.4 **Exceptions.** Confidential Information shall not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without any obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party, (iii) is independently developed by the Recipient without use of Confidential Information, (iv) becomes known or available to the Recipient without restriction from a source having the lawful right to disclose such information; (v) is generally known or readily ascertainable by Parties of ordinary skill in the business of the Recipient; or (vi)

is software code in either object code or source code form that is licensed under an open source license.

10. MUTUAL INDEMNIFICATION.

10.1 **Indemnification by GovAI.** Subject to the terms and conditions of the Subscription Agreement, GovAI shall, at its own expense, defend Customer in any action, suit, or proceeding brought by a third party alleging that the Service infringes or misappropriates any patent, trademark, trade secret, copyright or any other intellectual property rights of such third party (an “IP Claim”) and shall indemnify and hold Customer harmless from and against any settlement amounts agreed in writing by GovAI and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys’ fees) awarded to such third party against Customer by a court or tribunal of competent jurisdiction in such IP Claim. As conditions for such defense and indemnification by GovAI, (i) Customer shall notify GovAI promptly in writing upon becoming aware of all pending IP Claims; (ii) Customer shall give GovAI sole control of the defense and settlement of such IP Claims; (iii) Customer shall cooperate fully with GovAI in the defense or settlement of such IP Claims; and (iv) Customer shall not settle any IP Claims without GovAI’s written consent, or compromise the defense of any such IP Claims or make any admissions in respect thereto.

10.2 **Mitigation.** If (a) GovAI becomes aware of an actual or potential IP Claim, or (b) Customer provides GovAI with notice of an actual or potential IP Claim, GovAI may (or in the case of an injunction against Customer, shall), at GovAI’s sole option and determination: (I) procure for Customer the right to continue to use the Service; or (II) replace or modify the Service with equivalent or better functionality so that Customer’s use is no longer infringing; or (III) if (I) or (II) are not commercially reasonable, terminate the provision of the Service and refund to Customer any pre-paid Subscription Fees for any periods after the termination of the Service, less any outstanding monies owed by Customer to GovAI.

10.3 **Exclusions.** The obligations in Sections 10.1 and 10.2 do not extend to (1) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright, or other intellectual property right by the combination of the Service furnished by

GovAI with other products, software or services not provided by GovAI; (2) any IP Claim related to any Customer Data, or (3) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in the Subscription Agreement.

- 10.4 **Indemnification by Customer.** Subject to the terms and conditions of the Subscription Agreement, Customer shall, at its own expense, defend GovAI, and its directors, officers, employees, and agents (the “**GovAI Indemnitees**”) in any action, suit, or proceeding brought by a third party against any of the GovAI Indemnitees alleging that the Customer Data, or Customer's use of the Service in violation of the Subscription Agreement, infringes or misappropriates the Intellectual Property Rights or other rights of, or has otherwise harmed, a third party (“**Customer Claims**”) and shall indemnify and hold the GovAI Indemnitees harmless from and against any settlement amounts agreed in writing by Customer and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against any of the GovAI Indemnitees by a court or tribunal of competent jurisdiction in any such Customer Claim. As conditions for such defense and indemnification by Customer, (i) GovAI shall notify Customer promptly in writing upon becoming aware of all pending Customer Claims; (ii) GovAI shall give Customer sole control of the defense and settlement of such Customer Claims; (iii) GovAI shall cooperate fully with Customer in the defense or settlement of such Customer Claims; and (iv) GovAI shall not settle any Customer Claims without Customer's written consent, or compromise the defense of any such Customer Claims or make any admissions in respect thereto.

11. WARRANTIES AND DISCLAIMERS.

- 11.1 **Warranties.** Each party represents, warrants to the other party that: (a) it has all requisite power and authority and approvals to execute, deliver and perform its obligations under this Agreement; (b) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by it and any necessary third parties; and (c) it will perform its duties and obligations hereunder in a careful, diligent,

professional, proper, efficient and businesslike manner.

- 11.2 EXCEPT FOR THE EXPRESS WARRANTIES SET OUT ABOVE, THE SERVICE AND DOCUMENTATION (IF ANY) UNDER THIS AGREEMENT ARE PROVIDED “AS IS” AND “WHERE IS” AND GOVAI EXPRESSLY EXCLUDES AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 11.3 GOVAI DOES NOT REPRESENT OR WARRANT THAT THE GOVAI PLATFORM WILL PRODUCE ACCURATE OR RELEVANT CONTENT FOR THE CUSTOMER, OR OTHERWISE PERFORM WITHOUT INTERRUPTION OR ERROR. WHILE MAINTAINING REASONABLE DATA SECURITY MEASURES CONSISTENT WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, GOVAI CANNOT GUARANTEE THAT THE GOVAI PLATFORM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION, OR THAT CUSTOMER USAGE DATA WILL REMAIN PRIVATE OR SECURE UPON SUCH HACKING OR INTRUSION. GOVAI DOES NOT REPRESENT THAT THE OUTPUT GENERATED BY THE GOVAI PLATFORM WILL BE SATISFACTORY IN ANY WAY TO CUSTOMER. GOVAI HAS NO CONTROL OVER THE OPERATION OF THE THIRD PARTY LLMS IT ACCESSES AS PART OF ITS PROCESSING ACTIVITIES, THE OUTPUTS THEY GENERATE, OR THE CONTINUED AVAILABILITY OF ANY THIRD PARTY LLMS.

12. [REMOVED CLAUSE]

13. GENERAL PROVISIONS.

- 13.1 **Entire Agreement.** This Agreement (including the Subscription Terms set out in this Schedule A, and the Order Form), and all other applicable schedules, exhibits, and addenda to this Agreement, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. To the extent of any

conflict or inconsistency between the provisions in the body of these Subscription Terms, and the Order Form, or any schedule, exhibit, or addendum, the terms of the Order Form shall prevail.

13.2 **Relationship.** The Parties are independent contractors and nothing in this Agreement shall create, or be construed to create, an employment or agency relationship between GovAI and Customer.

13.3 **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Customer's State identified on the Order Form, and the federal laws of United States applicable therein, without regard to its conflict of laws principles or those of any other jurisdiction, except where a different jurisdiction is specified in the Order Form, in which case the laws of the specified jurisdiction shall apply. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts of competent jurisdiction located in the Customer's State identified on the Order Form, and the Customer consents to the personal jurisdiction and venue of such courts, unless a different venue is designated in the Order Form, in which case the venue specified in the Order Form shall govern.

13.4 **Waiver.** The delay or failure of either Party to exercise any rights under this Agreement will not constitute, or be deemed to constitute, a waiver or forfeiture of such rights. No waiver shall be valid unless it is in writing and signed by the Party against whom such waiver is sought.

13.5 **Assignment.** The rights, duties, and privileges of a Party to this Agreement shall not be transferred or assigned by it, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, GovAI will have the right to assign this agreement in connection with the sale of substantially all of its assets to a third party or in the event of a change of control.

13.6 **Severability.** In case any one or more of the provisions of this Agreement should be held invalid, illegal, or unenforceable, each such provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remaining provisions contained in this Agreement shall not in any way be affected or impaired.

13.7 **No Third-Party Beneficiaries.** Nothing herein shall confer, or be deemed to confer, on any person or entity not a signatory hereto any rights or benefits hereunder.

13.8 **Headings.** All headings contained in this Agreement are included as a matter of convenience and shall not be deemed part of such Agreement for purposes of interpretation.

13.9 **Notices.** All notices, demands, or other communications required or permitted to be given under this Agreement by either Party to the other may be effected either by personal delivery in writing or by email at the addresses appearing on the Order Form, but each Party may change such address by written notice to the other Party in accordance with the Order Form. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

13.10 **Language.** The Parties have required that this Agreement and all documents and notices resulting from it be drawn up in English.

13.11 **Force Majeure.** Except with respect to the Customer's payment obligations, neither Party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, epidemics or pandemics, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labour problems (other than those involving the employees of the affected party), computer, telecommunications, Internet service GovAI or hosting facility failures or delays involving hardware, software or power systems not within a Party's possession or reasonable control, provided that such Party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

13.12 **Export.** Customer acknowledges and agrees that the Service may be subject to export and import controls under the regulations of Canada, the United States, and other countries, and Customer shall comply with all export and import control regulations of such countries. Customer shall not use the Service for any purposes prohibited by export laws, including, without limitation, nuclear,

chemical, or biological weapons proliferation. Customer shall be responsible for procuring all required permissions for any subsequent export, import, or use of the Service.

13.13 **Surviving Provisions.** The following provisions of shall survive any termination or expiration of the Subscription Agreement: Sections 4-12; and this Section 13.

13.14 **Counterparts (Execution):** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. The delivery of signed counterparts by facsimile, email, or other electronic transmission that includes a copy of the sending Party's signature is as effective as signing and delivering the counterpart in person.

13.15 **Pilot Period:** A Pilot period may be defined on the Order Form under Limitations and Additional Terms. The Customer may terminate the Pilot at any time during the Pilot term by providing written notice, resulting in the termination of the entire Subscription Agreement, with no fees owed to GovAI. If the Customer terminates during the Pilot period, GovAI's handling of Customer Data, including deletion and archival, shall be governed by the provisions set forth in Section 4 (Customer Data). If the Pilot period concludes successfully, as determined solely by the Customer, GovAI shall invoice the amount specified in the Order Form.

For the avoidance of doubt, all terms of this Agreement—including those relating to confidentiality, intellectual property, limitations of liability, and all other applicable provisions—remain in effect during the Pilot period. Surviving Provisions continue as stipulated in Section 13.13.

13.16 **Insurance.** During the term of this Agreement, GovAI shall maintain at its own expense, insurance

coverage including, but not limited to, General Commercial Liability Insurance, Professional Liability/Errors and Omissions Insurance, and Cyber Liability Insurance with coverage limits that are customary and appropriate for a company of its size and industry, and in no event shall such coverage limits be less than \$2,000,000 aggregate. In addition, GovAI shall provide an endorsement naming Customer as an Additional Insured on a furnished Certificate of Insurance. Upon Customer's reasonable request, GovAI shall provide evidence of such insurance coverage at any time.

13.17 **Supersession of Website Terms.** For clarity and the avoidance of doubt, the terms and conditions set forth in this Agreement ("Agreement Terms") shall govern and supersede any other terms of use, privacy policy, or any other agreement, policy, or terms posted on the GovAI website (<https://govai.com>) or any other website operated by GovAI, including but not limited to those agreed to by website users. In the event of any inconsistency or conflict between this Agreement and any such posted website terms, the terms of this Agreement shall prevail and govern the relationship between the Parties.

13.18 **Discount Termination Clause.** Notwithstanding any prior agreement, representation, or designation of any discount as "perpetual" or otherwise continuing, any and all discounts, price reductions, or special pricing granted under this Agreement shall automatically and irrevocably terminate upon the expiration or termination of this Agreement, for any reason. The Customer acknowledges and agrees that such discounts shall not be available in any future agreements or engagements between the Parties, including if the Customer, its affiliates, or successors re-engage with GovAI at a later date as a new or returning customer, unless expressly agreed to in writing by GovAI at its sole discretion.