

END USER LICENSE AGREEMENT

Section 1. License

1.01 Scope. THIS END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU AND LOCAL GOVERNMENT CORPORATION ("LOCAL GOVERNMENT") GOVERNING YOUR USE OF THIS SOFTWARE. "Software" is herein defined as the object code versions of the product, together with the updates, new releases or versions, modifications or enhancements, owned and provided to you by Local Government pursuant to this EULA. Use of this Software shall be subject to the terms and conditions of any Service Agreements or invoices with Local Government to which you have already agreed or to which you agree hereafter.

1.02 Electronic Signature and Delivery. When you click "I AGREE" below, you will be signing and consenting to signing the EULA electronically and will hereby be bound by the terms of this EULA. By clicking "I AGREE" below, you will also confirm your understanding, acceptance, and receipt of the EULA and its terms and conditions, and hereby acknowledge and demonstrate that you can access the EULA and the other electronic disclosures and information associated with this Software. To enable you to access, retain, and/or print the EULA for your records, please access the Local Government website, www.localgovernmentcorporation.com. Login with your Local Government website username and password. If you do not have a username, you must register on the website. On the Local Government website in the upper right hand area there are options to "Register" or "Log in". Once you are logged in as a registered user, click on the link for "SUPPORT", then select "EULA", and the document will open in PDF. You can print the PDF document. If you are unable to access, retain, and/or print the EULA for your records, you may contact us for a free paper copy of the EULA. If you do not agree to the terms of this EULA, you are prohibited from using this Software and must select "CANCEL" below.

1.03 Grant. Subject to this EULA, Local Government hereby grants you a non-exclusive, limited license to use this Software and any other intellectual property that may be provided to you in connection to this Software for your internal business operations.

1.04 Ownership. Local Government is the owner of the Software or otherwise has the right to grant to you the license granted herein without violating the rights of any third party, and there is no actual or threatened suit by any such third party based on an alleged violation of such right by Local Government. Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Local Government shall retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software and all copies, modifications and derivative works thereof (including any changes which incorporate any ideas, feedback or suggestions). By consenting to this EULA, you also acknowledge that you are obtaining only a limited license right to this Software and that irrespective of any use of the words "purchase", "sale" or like terms hereunder, no ownership rights are being conveyed to you under this EULA or otherwise.

1.05 Restrictions. You shall not, without Local Government's prior written consent, conduct, cause, or permit the following:

- (a) Use, copying, modification, rental, lease, sublease, sublicense, or transfer of this Software except as expressly provided in this EULA;
- (b) Creation of any derivative works based on this Software;
- (c) Reverse engineering, disassembly, or decompiling of this Software (except that you may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law);
- (d) Use of this Software in connection with service bureau, facility management, timeshare, service provider or like activity whereby Licensee operates or uses the Licensed Software for the benefit of a third party;
- (e) Provide unauthorized third parties with access to or use of this Software.

Section 2. Website Customers

2.01 **Domain Ownership** – LGC personnel will assist the customer in the research and development of a domain name, and can assist in the purchase and subscription of the name. However, it is the responsibility of the customer to procure and maintain the subscription of the name. The customer needs to keep sufficient records to ensure that the domain name subscription is renewed before expiration.

2.02 **Hosting Services** – LGC provides hosting services to all customers that utilize LGC for their website services. LGC provides this through a reputable and secure hosting service. LGC maintains sufficient backup records and update records of any updates made to a customer website.

2.03 **Termination** - If a webservices customer terminates this service with LGC, LGC will provide the customer the content of their website on a USB drive or via a download link. If their domain name is registered by LGC through it's provider, the name will have to be transferred to a third-party registrar of the customer's choice. If the customer is using LGC's provider for DNS (domain name services), this service must be transferred within 30 days. After 30 days of termination, the customer's DNS and content will be removed from LGC's provider's site.

Section 3. Term.

3.01 **Initial Term.** The term of this EULA shall be for one (1) year (herein, the “Initial Term”) commencing upon your electronic signature.

3.02 **Automatic Renewal.** At the expiration of the Initial Term, this EULA will automatically renew for successive one (1) year periods unless a party provides the other party with notice of its intent not to renew this EULA at least thirty (30) days prior to the expiration of the then-current term.

3.03 **Termination by Local Government.** Local Government may terminate this EULA for failure to make timely payments due pursuant to the terms of the payment invoices upon thirty (30) days prior written notice.

3.04 **Automatic Termination.** This EULA shall terminate automatically in the event you violate Section 1.05 of this EULA.

3.05 **Termination for Cause.** If either party breaches any provision of this EULA or any Service Agreements or invoices and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this EULA by giving written notice thereof to the party in breach, which termination shall go into effect immediately upon receipt.

3.06 **Non-Exclusive Remedy.** Termination is not an exclusive remedy and the exercise by either party of any remedy under this EULA will be without prejudice to any other remedies it may have under this EULA, by law, or otherwise.

3.07 **Action Upon Termination or Expiration.** Upon any expiration or termination of this EULA, Licensee shall immediately cease any and all use of this Software. In addition, you shall provide Local Government with the appropriate access to extract Software within five (5) days’ notice from Local Government at such time agreed upon in writing by the parties.

Section 4. Warranties.

Except as specifically stated in the EULA, this Software is provided “AS IS” and there are no warranties, expressed, or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

Section 5. Liability.

Local Government's liability for any errors or omissions on its part shall be limited to actual damages incurred but under no circumstances, other than for criminal or fraudulent acts by Local Government or any of its employees, shall exceed the charge for such service during the calendar year. LOCAL GOVERNMENT SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) EVEN IF LOCAL GOVERNMENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Nothing in this EULA creates or will be understood to create third party beneficiaries. You acknowledge that Local Government has no obligations to third parties, including Licensee's employees and any third party agencies.

Section 6. Disclaimer.

Local Government may recommend preferred operating requirements for effective use of the Software. You are responsible for maintaining Local Government's recommended operating requirements. Local Government does not ensure the quality of the operation of the Software if you fail to maintain the operating requirements recommended by Local Government.

Section 7. Injunctive Relief.

By consenting to this EULA, you hereby acknowledge that your breach of one or more of the provisions concerning Local Government's exclusive ownership of this Software could cause Local Government to suffer irreparable harm, namely harm for which monetary damages alone would be an inadequate remedy. You further acknowledge that requiring, as a condition to obtaining an injunction, a restraining order, or any other equitable remedy with respect to such a breach, that Local Government demonstrate that it would suffer irreparable harm could cause delay that results in Local Government's suffering irreparable harm before any equitable remedy is granted. That being the case, you hereby intend that your breach of one or more of the provisions concerning Local Government's exclusive ownership of this Software, for purposes of granting an equitable remedy, any court will assume that such breach would cause Local Government irreparable harm. Therefore, Local Government shall be entitled to seek equitable relief in any court of competent jurisdiction, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions.

Section 8. Notices.

All notices required or permitted to be given to Local Government under this EULA shall be sufficient if sent by certified mail, return receipt requested, to the address set forth below or to such other addresses as the party to receive the notice has designated by notice to the other party.

Attention: Finance Manager
Local Government Corporation, Corporate Office
714 Armstrong Lane
Columbia, TN 38401

Section 9. Governing Law.

This EULA shall be governed by and construed in accordance with the laws of the State of Tennessee. By consenting to this EULA, you are hereby expressly agreeing to the exclusive forum, jurisdiction, and venue of the Courts of Maury County, Tennessee in any and all actions, disputes, or controversies relating to this EULA.

Section 10. Entire Contract.

This EULA supplements and forms a part of any Services Agreements or invoices executed by the parties and shall be incorporated into such Service Agreements or invoices from and after the date hereof. Except with respect to the Service Agreements or invoices, this EULA constitutes the entire agreement between you and Local Government.

Section 11. Waiver and Modification.

No modification, extension or waiver of or under this EULA shall be valid unless agreed upon in writing by the parties. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this EULA. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

Section 12. Effective.

This EULA shall be effective upon your electronic signature.

CLICK "I AGREE" FOR YOUR SIGNATURE

As noted above in Section 1.02 (Electronic Signature and Delivery), by clicking "I AGREE", you will be signing this EULA with a binding electronic signature, and you acknowledge that you have read and understood this EULA's terms and conditions.