

**Muniworth Innovations = the company
Muniworth® = Waterworth® and the software**

**Muniworth Innovations Inc. d/b/a Waterworth
Terms of Service Agreement
(the “Agreement”)
Version: 21 October 2024**

Plain English Summary

Muniworth Innovations Inc.’s (“Muniworth Innovations”) mission is to improve the sustainability of communities. It is our goal to provide you with the very best cloud-based continuous financial management and forecasting solution geared towards assisting management of local government services.

A service like this has multiple aspects: it includes software that Muniworth Innovations has developed, a website, which is the access point for you to use the software, a numerical calculation service and many other items of Muniworth Innovations’ intellectual property. You need to subscribe to the service in order to be authorized to use these, and you need to agree to the terms under which we provide them. That is what this document is. Please read it carefully. By using Muniworth® you are agreeing to these terms. If you do not agree with each and all of these terms, do not subscribe to or use Muniworth®.

If you are interested in this software product, you are an entity involved in the management and administration of local government services. You should know that we and our licensors retain all the intellectual property in the software being offered to you as part of the service, and that you are acquiring a non-exclusive right to use the service. You are not “buying” the service and you will not “own” it, you are simply getting a right to use the service. The service is only provided to you once you have agreed to the terms below and have made the required annual payment. The Service is subscription-based, so it only continues while you keep that subscription current.

You understand that the service is being offered at a competitive price considering the years of development that went into it and considering the costly alternative of hiring a consultant to provide the calculations that you can use through Muniworth®. We cannot provide any warranty about fitness for any purpose, except for calculating revenues and other parameters based on various rates, costs and other data you input into Muniworth®. Those who are using it have to take responsibility for whatever they do with it. We spell all this out in detailed terms below. You should understand the importance of these provisions before you accept the terms of the Agreement and use the service.

Simply stated however, in accordance with the Agreement:

Muniworth Innovations will:

- provide you with access to its online municipal services calculation software, Muniworth®;
- provide you with technical support to use Muniworth Software which includes updates and upgrades;
- store and back up your data and Muniworth® generated results in a safe and secure manner that meets industry standards;
- endeavor to keep Muniworth® up and running at the times you need it; and,
- have the right to use the data you upload and the Muniworth® generated results to improve and develop Muniworth Software.

You will:

- pay the annual subscription fee;
- receive Muniworth® generated results based on the data you upload onto Muniworth®;
- retain ownership of the data you upload and the Muniworth® generated results; and,
- be responsible for all the activity under your Muniworth® account.

You can:

- make suggestions on how to improve your experience;
- let other members of your organization use Muniworth®;
- authorize other third parties to use Muniworth® on your behalf; and,
- cancel your subscription for the following year at any time.

You **cannot**:

- use Muniworth® for any improper use, including copying the Muniworth® source code; and/or
- use Muniworth® without making your annual subscription fee payments.

1. Definitions

“Agreement” means this agreement, its schedules, and any amendments made to the Agreement pursuant to Clause 30.

“Business Day” means any weekday other than a bank or public holiday in British Columbia, Canada.

“Business Hours” means the hours of 9:00 am to 5:00 pm PST or PDT, as the case may be, on a Business Day.

“Documentation” means this Agreement, related agreements, terms of service, and policies, as included and referred in this Agreement.

“Muniworth Innovations” means Muniworth Innovations Inc. d/b/a Waterworth with a corporate records office at 201-19 Dallas Road, Victoria BC, V8V 5A6, a company incorporated in British Columbia.

“Effective Date” means the date of Your acceptance of the terms under the Agreement.

“Force Majeure Event” means an event, or series of related events, that is or are reasonably unforeseeable or outside the reasonable control of the party affected, and which include(s):

1. failure of the internet or any public telecommunications network;
2. cyber attack;
3. denial of service attack;
4. virus or other malicious software attacks;
5. power failures;
6. industrial disputes affecting any third party’s services to Muniworth Innovations in relation to Muniworth Innovations fulfilling its obligations under the Agreement;
7. a World Health Organization declaration of a Pandemic;
8. natural disasters including explosions, fires, earthquakes, floods and the like; and,
9. riots, terrorist attacks, wars and the like.

“Hosted Service” means the following cloud-based services through Muniworth®:

1. the financial management and utility rates analytical tools and services made available by Muniworth® through Your account;
2. all software, services, data, text, images, sounds, video and content made available through Your account, including all additions or updates thereto which are made from time to time and made available through the Documentation; and
3. all related information made available through the Documentation.

“Intellectual Property Rights in Muniworth®” means all rights, title and interest, including copyright, patent, trade secret, and all other intellectual property rights, regardless of whether those rights have been registered or otherwise publicly recorded or recognized, and wherever in the world those rights may exist, in Muniworth® and related documentation, videos, FAQs, web sites, trade-marks, service marks, logos, domain names, taglines, names and other materials that accompany Muniworth®.

“Maintenance Service” means the general maintenance of the Hosted Service and the Site and the application of Updates and Upgrades.

“Means of Contact” means the methods of contacting Muniworth Innovations as provided on the Site under the “Contact Us” section.

“Merchant Bank” means a merchant bank or other entity qualified to process online credit card payments.

“Modifications” means the addition or removal of features or functionality of Muniworth® or the change of their behaviour.

“Modified Version” means any or all revised versions of Muniworth® following the Modifications being performed.

“Reseller” means an independent reseller of the Hosted Service, with the non-exclusive right to market, promote and resell the Services.

“Sales Taxes” means federal, state, provincial or local sales, use, value added or similar taxes.

“Services” means the total services provided by Muniworth Innovations to You under the Agreement, which comprise both the Hosted Service and the Support Service.

“Service Fee” means the amount which may be modified from time to time which You must pay to maintain Your Subscription.

“Site” means the website at which Muniworth Innovations provides You access to Your Account.

“Support Service” means:

1. Technical support on using Muniworth®;
2. Technical support on navigating the Site and inputting Your Data into Muniworth®; and
3. Does not mean technical support at your site.

“Supported Web Browser” means current versions of Google Chrome.

“Term” means the term of the Agreement which continues into full force and effect, commencing on the Effective Date and ending on termination pursuant to Clause 24 of this Agreement.

“Unwanted Information” means:

1. any information held in confidence by You until the record is released to the public as lawfully authorized or required;
2. information considered in any part of Your internal meetings, including committee meetings, that was lawfully closed to the public, until the organization or its committees discuss the information at a meeting that is open to the public or releases the information to the public; and
3. any information You regard as confidential or commercially sensitive.

“Update” means a hotfix, minor version updates to the Site, or minor version updates to Muniworth and the Site.

“Upgrades” means a major version update to the Site or major version update to Muniworth.

“Muniworth®” means Muniworth® or Waterworth® which is the online software through which Muniworth Innovations provides You with the Hosted Services.

“You or Your” means any of the following:

1. The organization who is subscribing to use Muniworth under the Agreement; and
2. Your Members You have authorized pursuant to Clause 4 to access Your Account and use the Hosted Service.

“Your Account” means the account allowing You to access and use the Hosted Service.

“Your Credit Card” means a valid VISA, MasterCard, or American Express credit card of which You are the holder that is accepted by a Merchant Bank.

“Your Credit Card Information” means Your Credit Card’s identifying information which is used by vendors to process payments against Your Credit Card.

“Your Data” means any and all of Your Information that You input or upload into the Site through Your Account for the purposes of Muniworth generating Your Results.

“Your Information” means information you upload to the Site, including, Your Organization Information, Your Technical Information, Your Data, but does not include Unwanted Information.

“Your Members” means Your employees, directors, officers, or affiliated companies and the like. This excludes agents and consultants you may engage from time to time.

“Your Organizational Information” means Your name, contact information, postal code/zip code, e-mail address which you use to do business with Muniworth Innovations, Your Credit Card Information or the like, which You provide to Muniworth Innovations in connection with Your Subscription.

“Your Results” means the results that are produced by Muniworth® based on Your Data.

“Your Subscription” means Your enrollment in and access to the Services.

“Your Subscription Period” means the duration of time that Your Subscription runs.

“Your Suggestions” means communications You transmit to Muniworth Innovations with the aim of assisting Muniworth Innovations in improving the Hosted Services or marketing of the Hosted Services.

“Your Technical Information” means technical information that may include Your IP address of your computer and which browser You used to view the Site, Your operating system, resolution of screen, location, language settings in browsers and the like.

2. Parties

2.1 The Agreement is between Muniworth Innovations and You.

3. Agreement

3.1 This is a binding agreement for the terms of service for Muniworth®, whether you acquired the Services directly through Muniworth Innovations or a Reseller.

3.2 It is important that You read all of the terms of the Agreement and agree to each and every term of the Agreement. If You do not agree to each and every term of the Agreement, Muniworth Innovations does not authorize You to use Muniworth®.

3.3 Every time you pay the Service Fee, You are confirming Your agreement to the terms of the Agreement.

4. Users

4.1 You are entitled to authorize an unlimited number of Your Members to use the Service under Your Subscription.

4.2 It is Your responsibility to decide which of Your Members are permitted to login, upload and download data through Your Account.

4.3 You must register each of the selected Members, and any changes of selected Members under Your Account.

4.4 To be eligible to enter into the Agreement You represent and warrant that You:

4.4.1 are not a competitor of Muniworth Innovations; and

4.4.2 are not using Muniworth® for reasons that are adverse to, or can reasonably be expected to compete with Muniworth Innovations.

4.5 If you are one of the types of users described in Schedule A to the Agreement, the additional provisions related to Your user type as set out in Schedule A will apply to this Agreement.

5. Intellectual Property Rights in Muniworth®

5.1 Muniworth® is not sold to You through the Agreement. You agree that no Intellectual Property Rights in Muniworth® are transferred to You through the Agreement. If You are ever held or deemed to be the owner of any Intellectual Property Rights in Muniworth®, then You hereby irrevocably assign to Muniworth Innovations all such rights, title and interest and agree to execute all documents necessary to implement and confirm the letter and intent under the Agreement.

5.2 Your right to use Muniworth® is subject to and limited by the terms of the Agreement. Muniworth Innovations reserves all rights not expressly granted to You in the Agreement. The Agreement does not grant You any rights except for those specifically identified under the Agreement.

6. The Services

6.1 Muniworth Innovations shall provide You with the Services only while Your Subscription is valid and fully paid.

7. The Hosted Service

7.1 Muniworth Innovations shall provide You with the Hosted Service only while Your Subscription is valid and fully paid.

7.2 Muniworth shall generate Your Account and provide You with the login details required for You to access Your Account within a reasonable time following Your initial payment of the Service Fee.

8. The Support Service

- 8.1 Muniworth shall also provide You with the Support Service only while Your Subscription is valid and fully paid.
- 8.2 You may initiate requests for the Support Service in one of the following ways:
 - 8.2.1 by making an online request through the support system included in Your Account; or
 - 8.2.2 by contacting Muniworth's technical support team during Business Hours.
- 8.3 Muniworth shall not provide You with technical support at Your site under the Agreement.

9. Type of Rights Granted

- 9.1 Subject to the terms of the Agreement, Muniworth grants You a non-transferable, non-assignable, revocable and non-exclusive right to use Muniworth, solely for Your operations.
- 9.2 The grant of the right under Clause 9.1 is conditional upon Your compliance with the terms of the Agreement, including payment of the Service Fee at every instance it becomes due.
- 9.3 You have no right to access Muniworth's code either during or after the Term.

10. Responsibility for Your Account

- 10.1 You are responsible for any and all activities that occur under Your Account.
- 10.2 You are responsible for the accuracy and adequacy of Your Personal Information.
- 10.3 You are responsible for all information, including Your Personal Information, data, text and other materials that You put into Muniworth.
- 10.4 You are responsible for any intellectual property or other liability issues connected to Your use or storage of that information.
- 10.5 You may not use the account, username, or password of someone else.

11. Proper Use

- 11.1 You will use Muniworth in accordance with this Agreement.
- 11.2 You will use only a Supported Web Browser to access Muniworth.
- 11.3 If directed by Muniworth, You will apply the settings to the Supported Web Browser.
- 11.4 You will upload Your Data in a format as directed by Muniworth.

12. Improper Use

- 12.1 You shall not misuse Your Subscription.
- 12.2 Without limiting the application of Clause 12.1, You shall not:
 - 12.2.1 copy or reproduce Muniworth or any of its source code for any purpose;
 - 12.2.2 use or transmit any of the Muniworth HTML, cascading style sheets or other source code that may be viewable for any purpose other than Your personal use of Muniworth;
 - 12.2.3 rent, lease, loan, license, sublicense, sell, resell, transfer, assign, distribute, time share, provide service bureau or commercial hosting services or otherwise commercially exploit or make Muniworth available to any third party;
 - 12.2.4 charge a fee to other users for the use of Muniworth or charge a fee to those users for access to general services which might include access to Muniworth;
 - 12.2.5 modify, adapt or create derivative works based upon Muniworth, its design or its "look and feel", in whole or in part;
 - 12.2.6 reverse engineer, decompile, disassemble or otherwise reduce or attempt to reduce to a human perceivable form any of Muniworth in any way;
 - 12.2.7 permit third parties to use Muniworth in any way that would constitute a breach of this license agreement;
 - 12.2.8 modify another website or URL so as to falsely imply that it is associated with Muniworth;
 - 12.2.9 use Muniworth to process data on behalf of any third party; or

- 12.2.10 use Muniworth in any unlawful manner or in any manner that interferes with or disrupts the integrity or performance of Muniworth and its components.
- 12.3 You will not violate or attempt to violate any security features of Muniworth, including:
 - 12.3.1 accessing content or data not intended for You, or logging into an account that You are not authorized to access;
 - 12.3.2 attempting to probe, scan, or test the vulnerability of Muniworth, or any associated system or network, or to breach security or authentication measures without proper authorization;
 - 12.3.3 using any “bots”, “spiders”, scripts, or other similar devices or processes in connection with Muniworth;
 - 12.3.4 interfering or attempting to interfere with service to any user, host, or network, including by means of submitting a virus to the Muniworth website, overloading, “flooding”, “spamming”, “crashing” or “distributed denial of service” attacks;
 - 12.3.5 using Muniworth to upload, post, host, or transmit unsolicited email, “spam”, short message service “SMS” messages, viruses, self-replicating computer programs, “worms” or any code of a destructive or malicious nature; or
 - 12.3.6 forging any TCP/IP packet header or any part of the header information in any email or in any posting using Muniworth.
- 12.4 You will not use Your Subscription in any manner which may infringe the copyright or intellectual property rights of others, or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of the Agreement.

13. Ownership of Your Data

- 13.1 You own Your Data and Your Results.
- 13.2 Muniworth claims no ownership rights whatsoever, by express or implied lien, operation of law, or otherwise, in Your Data and Your Results, except for any and all parts of Your Data that was or were owned by Muniworth prior to Your uploading that part of Your Data or otherwise owned by Muniworth.
- 13.3 Despite Clause 13.1, access to and availability of Your Data and Your Results is at all times completely subject to the terms of the Agreement.

14. Anti-Spam

- 14.1 Muniworth may provide You with messages by email, fax or regular mail, or directly to Your Account, and such communications do not constitute unsolicited mail or breach any “do not communicate” or applicable legislation in the United States of America or Canada.
- 14.2 By using any of our services, we assume you have given us implied consent to receive the products and services and information relevant to them including service notifications, personalized content and services, relevant advertising, and other communications regarding our products and services.

15. Upload, Collection, Use and Privacy of Your Information

Unwanted Information

- 15.1 Given the limited scope of Muniworth’s capabilities and purpose as outlined under the Hosted Service Specifications, the Hosted Service does not require You to upload Unwanted Information onto the Site in order for Muniworth to generate Your Results. Do not upload Unwanted Information.
- 15.2 If You upload Unwanted Information to the Site, Muniworth accepts no liability for any damage that results from you uploading any and all Unwanted Information.

Your Organizational Information

- 15.3 You must upload Your Organizational Information to the Site.
- 15.4 Muniworth will only use Your Organizational Information to manage Muniworth’s business relationship with You.
- 15.5 Muniworth will collect Your Organizational Information when you are doing business with Muniworth, including subscribing to the Service. Typically, You will know when we collect Your Organizational Information because you will be asked to provide us with Your Organizational Information.

- 15.6 You may also provide Your Organizational Information by posting on the Site for the purposes of making an inquiry through the Site. In such a circumstance, Muniworth will only use Your Organizational Information in such circumstance in order to answer Your questions and requests, to provide You with the information or services which You have requested.
- 15.7 Our head office is located in Victoria, British Columbia, Canada. Our electronic business records are maintained on secure servers in the United States of America (for American and other users) or Canada (for Canadian users). Any electronic records generated during Your Subscription will be maintained on those servers. Your Organizational Information we manage may be processed in Canada. Your Organizational Information may be available to government authorities under lawful orders and laws applicable in the country in which it is processed and stored. We will take all steps reasonably necessary to ensure that Your Organizational Information is treated securely and in accordance with the terms of the Agreement, British Columbia and Canadian law.

Your Technical Information

- 15.8 When You use the Site, Muniworth may collect, using electronic means, Your Technical Information. Muniworth may aggregate and use Your Technical Information to measure and improve the effectiveness of the Site. Muniworth will not attempt to combine this technical data with other personal or confidential information Muniworth may collect on the Site.

Your Data

- 15.9 During your term as a subscriber, Muniworth, including any of its employees or agents, will have a perpetual right to use Your Data and Your Results for the purposes of testing and improving Muniworth.
- 15.10 Neither Muniworth, including any of its employees or agents, nor anyone acting on its behalf will access Your Data or Your Results in a manner or with intent to identify individuals, unless:
- 15.10.1 required or permitted to do so by law, valid search warrant or court order (or equivalent); or
 - 15.10.2 requested to do so by You or someone with Your authorization, provided that if You request Muniworth to provide You with technical support on an issue relating to Your Data or Results, that will be taken as a request by You to access Your Data or Your Results for that limited purpose.
- 15.11 Muniworth may aggregate Your Data and/or Your Results to facilitate benchmarking to improve the quality of the Services.

Protection of Your Information

- 15.12 Muniworth will use reasonable security measures to protect Your Information against unauthorized access. Muniworth is not responsible for taking any security measures to protect Unwanted Information against unauthorized access.
- 15.13 Muniworth has a contractual relationship with a third party cloud hosting provider, Microsoft Azure Platform, for the operation of the Site, including the secure storage and transmission of Your Data. Muniworth may change its third party cloud hosting provider or the location at which Your Data is stored at its sole discretion. For Canadian users, Your Data will only be stored in locations in Canada. For American and other users, Your Data will be stored in locations in the United States of America, but may be processed in Canada.
- 15.14 Your Information is stored on a secure server. Your Information is stored in protected format, and provided Your browser supports it, it is 256-bit encrypted (using TLS 1.2) during transmission from its storage facility to You when You access it. We reserve the right to update these standards.
- 15.15 Your Information is stored in a separate database, and is not merged with the data of any other customer of Muniworth.
- 15.16 If Muniworth is served with a legal request to produce or disclose any of Your Information, such as by subpoena or court order, Muniworth will endeavor to notify You of the disclosure request so as to provide You with the opportunity to intervene, unless Muniworth is prohibited from doing so by law.
- 15.17 In the event You wish to maintain Your own backup or a snapshot of Your Data and Your Results saved on Muniworth as of a specific date, contact the Muniworth support team for assistance. An additional fee may be applicable.

- 15.18 You are responsible for taking reasonable steps to access Your Information in a manner that protects its security. This includes that You are responsible for using secure Internet connections.
- 15.19 You may request Muniworth to have Your Information stored on any server available through Microsoft Azure. However, it is at Muniworth's discretion whether to approve such a request.

16. Security of Passwords

- 16.1 The password that You use to access Muniworth is a critical part of the security for Your Data and Your Results. You will be entirely responsible for establishing a secure password and protecting its confidentiality.
- 16.2 You will use best practices in creating a unique password, changing it frequently and keeping it confidential. Your password should be long, with a combination of upper and lower case characters, numbers and symbols.
- 16.3 If You become aware of any unauthorized use of Your password or of Your Account, or any suspicion that Your password has been lost, stolen, compromised or misused, You will immediately notify Muniworth through the Means of Contact.
- 16.4 Muniworth shall not be liable for any loss that You incur as a result of someone else using Your password, either with or without Your knowledge. You will not claim from Muniworth, its employees, officers, directors, affiliated companies, and contractors for any damages, losses, liabilities, costs and expenses resulting from such use.

17. Payment of the Service Fee

- 17.1 Your Subscription Period is annual unless you are a type of user set out in Schedule A.
- 17.2 You will pay the Service Fee for each of Your Subscription Periods on an annual basis in advance of the year to which the Payment applies, unless otherwise specified in the purchase orders/invoices.
- 17.3 The payment of any renewal Service Fee will be due annually on the anniversary of the beginning of Your Subscription Period.
- 17.4 You will make the payment of the Service Fee by check, electronic bank payment, or by inputting Your Credit Card Information in the appropriate online payment form. Muniworth will subsequently process the payment of the Service Fee through the Merchant Bank, which is compliant with payment card information ("PCI") standards.
- 17.5 For Your Subscription Period which follows, You must make the payment of the Service Fee in order to continue Your Subscription for the following year.
- 17.6 The valid credit card will be charged automatically in the amount of the Service Fee every year as your Service Fee becomes due until You notify Muniworth by the Means of Contact that:
- 17.6.1 You wish to terminate Agreement in accordance with the clause on termination below; or
- 17.6.2 You wish to use a different credit card for subsequent payments.
- 17.7 Muniworth does not collect or retain Your Credit Card information. The information is collected and stored securely by a PCI-compliant Merchant Bank. The Merchant Bank will validate Your Credit Card, and then charge the Service Fee to Your Credit Card each year during the currency of Your Subscription. You permit Muniworth to process Your Credit Card Information and related billing information through the Merchant Bank for the purpose as described above.
- 17.8 You are responsible for keeping Your Credit Card Information up to date. As changes to Your Credit Card Information occur, You must inform Muniworth.
- 17.9 You agree that if for any reason Your Credit Card fails to be successfully processed for payment of the Service Fee, and thirty (30) days passes, Your ability to log into Your Account or use Muniworth may be suspended until Payment is made in full.
- 17.10 Muniworth may change the Service Fee for the immediately subsequent period at any time at its sole discretion, provided it notifies You of any such change in advance. Upon receiving such a notification, You have the option of continuing Your Subscription for a subsequent period or cancelling it for a subsequent period. If you do not wish to renew your Subscription under the new pricing, You must notify Muniworth not to renew Your Subscription in accordance with Clause 24.

- 17.11 The Service Fee does not include any Sales Taxes. If Muniworth is required by law or the administration thereof to collect any Sales Taxes from You, then You shall pay such Sales Taxes to Muniworth concurrently with the payment upon which the Sales Taxes are calculated. If Muniworth is not required by law or the administration thereof to collect applicable Sales Taxes from You, then You shall be solely responsible for reporting and remitting such Sales Taxes to the appropriate governmental authority.
- 17.12 If the total data stored in Muniworth by You exceeds 10 GB, You will incur additional charges that will be made available from time to time and published on the Site.
- 17.13 Any accrued but unpaid Service Fees may also accrue late charges at the rate of 24% per annum calculated at 2% of the balance per month, or the maximum rate permitted by law, whichever is lower, and You give Muniworth permission to charge Your Account for such accrued and unpaid fees at any time when or after they have accrued. You will be liable for all costs of collection incurred by Muniworth including, collection agency fees, reasonable attorney's fees and court costs if You fail to comply with the payment obligations set forth herein.
- 17.14 If you cancel Your Subscription, as provided under Clause 24 of the Agreement, Your Subscription will remain active for Your Subscription Period that is current. You will not be charged for Your Subscription Period that would otherwise follow. Any Service Fee You have paid is non-refundable, unless otherwise provided under the Agreement.

18. Uptime Guarantee

- 18.1 Muniworth will make reasonable efforts for Muniworth to be available to You at least 99.9% of the time for the year of Your Subscription (the "Uptime Guarantee"), subject to the exceptions under the Agreement, including under Clause 18.2.
- 18.2 The following are excluded from the Uptime Guarantee:
- 18.2.1 Maintenance Service of which Muniworth has notified You;
 - 18.2.2 events beyond Muniworth's reasonable control;
 - 18.2.3 failure of Your internet access or any intermediate transit providers;
 - 18.2.4 any acts or omissions by or on behalf of You that cause Muniworth to be unavailable;
 - 18.2.5 Services, hardware or software under Your control and responsibility the performance of which causes Muniworth to be unavailable; and
 - 18.2.6 any Force Majeure Event.
- 18.3 Muniworth will endeavor to provide Maintenance Service at a time that will inconvenience the fewest customers possible;
- 18.4 The Uptime Guarantee is not available to You if Your Subscription is not fully paid.
- 18.5 If in any year Muniworth fails to maintain Muniworth at or better than the Uptime Guarantee, it is agreed that Your compensation for this failure will be limited to the amounts set out in Clause 19 below.
- 18.6 Muniworth seeks to make the Site as accessible as possible. If You have any problems accessing the Site or its content, You must contact Muniworth through the Means of Contact.

19. Refunds & Credits

- 19.1 If Muniworth fails to maintain the Uptime Guarantee, You will be entitled to a credit on the following basis:
- 99% or better uptime (as calculated on an annual basis): 2% credit
 - 95% - 98.9% uptime (as calculated on an annual basis): 10% credit
 - 90% - 94.9% uptime (as calculated on an annual basis): 20% credit
 - 80% - 89.9% uptime (as calculated on an annual basis): 30% credit
 - 79.9% or less uptime (as calculated on an annual basis): 50% credit
- 19.2 Credits for lack of availability are limited to the total amount of Service Fees paid by You to Muniworth for the year in which Muniworth fails to comply with the Uptime Guarantee.
- 19.3 To receive credits, You must submit a request for credits to Muniworth by email or other written communication within 10 business days of resolution of the service unavailability incident for which credits are requested.

- 19.4 Any credits will be applied upon renewal of Your Subscription and will appear as a discount on Your Subscription rate.

20. Your Suggestions

- 20.1 Muniworth encourages and welcomes Your Suggestions. You may provide Your Suggestions through the Means of Contact. In providing Muniworth with Your Suggestions, You acknowledge and agree that you are not infringing anyone else's intellectual property.

21. Compensation for Use of Your Data, Your Results and for Your Suggestions

- 21.1 You recognize and agree that Muniworth will not compensate You for any or all of Your Suggestions.
21.2 You recognize and agree Muniworth is not obligated to compensate You for authorizing Muniworth's use of Your Data or Your Results pursuant to Clause 15.

22. Intellectual Property from Your Suggestions and Use of Your Data

- 22.1 Any intellectual property in Your Suggestions or arising from solutions Muniworth may develop from Your Suggestions will pass wholly to Muniworth.
22.2 Any intellectual property that arises from Muniworth's use of Your Data or Your Results pursuant to Clause 15.8 or otherwise permitted under the Agreement will be solely the property of Muniworth and not You.

23. The Modifications

- 23.1 Muniworth may from time to time make Modifications.
23.2 Muniworth is permitted to make Modifications with or without notifying You.
23.3 Your continued use of Muniworth after any of the Modifications being performed constitutes acceptance of the Modified Version and Your agreement to use Muniworth under the terms of the Agreement.

24. Cancellation and Termination

- 24.1 You may terminate the Agreement at Your sole discretion for any reason at any time by requesting in writing to cancel Your Subscription to support@Muniworth.com. Muniworth will not charge You for cancelling Your Subscription. Your Subscription will end on the date of expiration of Your Subscription Period.
24.2 Muniworth may terminate the Agreement in its sole discretion for any reason and at any time. Subject to the Agreement, Muniworth will provide thirty (30) days' notice prior to terminating the Agreement. Muniworth will reimburse you pro-rata for the full unused period of Your Subscription, except for specific circumstances provided under the Agreement.
24.3 Without limiting the foregoing, Muniworth may terminate in its sole discretion the Agreement at any time, without further notice to you, if in good faith, Muniworth believes you have failed to comply with any of the terms of the Agreement, including if you fail to pay the Service Fee, provided that Muniworth first provides you with written notice of such failure and a 10-day period to cure the failure. Any such termination by Muniworth shall be in addition to and without prejudice to such other legal rights and remedies as may be available, including injunction and other equitable remedies.
24.4 Your Subscription ceases on the date the Agreement is terminated. Muniworth may cease Your access to Your Account as soon as on the date the Agreement has been terminated.
24.5 Upon termination of the Agreement for any reason, whether terminated by You or by Muniworth, You will no longer have a right to access Your Account.
24.6 Upon termination of the Agreement for any reason, whether terminated by You or by Muniworth, all Your Data and Your Results are subject to deletion and in all cases may be irrevocably deleted and destroyed at the discretion of Muniworth. Accordingly, prior to You cancelling Your Subscription, it is extremely important that You plan ahead and remove any of Your Data and Your Results that You wish to use or have access to in the future. Upon Your request, the Muniworth support team will provide You with instructions for obtaining a copy of Your Data and Your Results at any time while Your Subscription is valid, or will assist You in doing so, for an additional fee.
24.7 Muniworth shall not be liable for any damages resulting from any termination of the Agreement.

- 24.8 You will not be charged again for the subsequent billing period if the Agreement is cancelled prior to the end of the current billing period.

24 Cancellation and Termination (Extended Term Subscription)

- 24.9 You may terminate Your Subscription at any time. Upon termination, Muniworth will reimburse You pro-rata for the remaining unused years of the Subscription, calculated at a rate of 75% of the remaining balance of the Subscription Fee for the unused years.
- 24.10 Termination by You must be communicated in writing to support@Muniworth.com. Once the termination request is received and processed, Muniworth will initiate the refund process as per the terms outlined in the Agreement.
- 24.11 The refund amount shall be calculated based on the number of full years remaining in the Multi-Year Subscription, multiplied by 75% of the annual Subscription Fee.

25. Effects of Termination

- 25.1 Where possible, the provisions of this Agreement shall survive any cancellation or termination of the Agreement.
- 25.2 The termination of the Agreement shall not affect any accrued rights of either party.

26. Warranties, Acknowledgments and Warranty Limitations

- 26.1 You acknowledge that use of Muniworth is at Your sole risk, subject to the terms of the Agreement.
- 26.2 You acknowledge that Muniworth is complex software, and as such, may never be wholly free from defects, errors and bugs.
- 26.3 Muniworth gives no warranty or representation that the Hosted Service will be wholly free from defects, errors and bugs, subject to the other terms of the Agreement.
- 26.4 You acknowledge that no method of transmission over the Internet, or method of electronic storage, is 100% secure.
- 26.5 You acknowledge that unsecure connections, such as public access wireless connections, are more open to malicious interception.
- 26.6 While Muniworth strives to use reasonable means to protect Your Data and Your Results, Muniworth does not warrant or make any representations that Muniworth is absolutely secure.
- 26.7 Muniworth does not warrant or make, and expressly disclaims, any representations, covenants or conditions, express or implied, regarding the use or the results of the use of Muniworth or related materials or services in terms of their correctness, accuracy, reliability, suitability for any particular purpose, ability to meet any particular requirements, expectations or otherwise. No oral or written information, representation or advice given by Muniworth or a Muniworth representative shall create a warranty or increase the scope of this warranty.
- 26.8 Except as provided herein, Muniworth and related material are provided "As is, as available and with all faults," without warranty or condition of any kind, including the implied warranties or conditions of merchantability, merchantable quality, non-infringement and fitness for purpose, or any implied representations or warranties arising out of course of performance, course of dealing or usage of trade. Muniworth does not warrant that Muniworth will meet Your requirements, will be compatible with Your computer or related equipment, or software, or that Muniworth and its operation will be accurate, valid, reliable, authentic, current, or complete, or will continue to operate, operate without interruptions or be error-free. In addition, Muniworth makes no representation, warranty, condition or covenant that the Muniworth service and software are appropriate or available for use at any location. Accessing the Muniworth service and software from locations where their contents are illegal is prohibited. Those who choose to access Muniworth from locations other than Canada or United States of America do so on their own initiative and are responsible for compliance with local laws.
- 26.9 In no event shall Muniworth be liable to you or to any third party for any direct, indirect, special or consequential damages, punitive damages, exemplary damages, lost profits, loss of use or loss of data, whether foreseeable or not, even if advised of the possibility thereof. This limitation and exclusion applies irrespective of the cause of action, including breach of contract, negligence, strict liability, tort or any other legal theory and shall survive a fundamental breach.
- 26.10 Muniworth is not responsible for problems that may occur as a result of any incompatibility between

Muniworth and any other software or hardware. You assume responsibility for selecting Muniworth to achieve Your intended purposes, for making backups of Your Data and Your Results regularly, and for choosing, maintaining and matching Your hardware, operating system software and other applications software. Muniworth cannot guarantee that Muniworth will be uninterrupted, timely, secure, virus-free, error-free or have any errors corrected. Muniworth is not responsible for any losses that You may suffer, whether foreseeable or not, as a consequence of the use or failed function of Muniworth, or as a result of any unauthorized access to Muniworth or third party interference with Muniworth, or as a result of any modification to Muniworth, or as a result of the termination of your license to access Muniworth, including business interruption, lost business, lost billable hours, lost data, fees for third party consulting or services for configuring, customizing or troubleshooting Muniworth, the cost of substitute software or services, or the cost of transitioning to substitute software or services.

- 26.11 You acknowledge that Muniworth will not provide any advice under the Agreement, and that Muniworth is merely a calculation tool used to generate Your Results. Any additional interpretation or modelling based on Your Data and/or Your Results will be at an additional fee and under a separate consulting agreement with Muniworth or a related party.
- 26.12 You agree that the warranties herein supplant and replace any oral or written warranty You may have otherwise received.
- 26.13 The warranty limitations, disclaimers, and other legal protections applicable to Muniworth herein may be asserted in full by its employees, officers, directors, and affiliated companies, and each are intended beneficiaries of such protections.
- 26.14 Subject to applicable law, You will seek to recover from Muniworth only direct or proximately caused damages, and not seek other damages including consequential, lost profits, special, indirect or incidental damages.
- 26.15 You, to the extent permitted by law, and Muniworth each agree to indemnify, hold harmless and defend the other and its officers, directors, members, employees, affiliates, shareholders, agents, successors, representatives, and assigns from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from your use of Muniworth, your breach of any terms and conditions of this Agreement, or your use of Muniworth in violation of any applicable law or Clause of the Agreement by (or knowingly and actively assisted by) You.
- 26.16 Without limiting the foregoing or any other liability limitation of the Agreement in any way, if You are a local government in California, Muniworth does not warrant or make, and expressly disclaims, any representation, covenant or condition, express or implied, that Your Results or any utility services fees or charges based on Your Results comply with the requirements of California law, including but not limited to articles XIII through XIII D of the California Constitution. Upon a legal challenge to utility service fees or charges based on Your Results, You agree to defend with counsel reasonably acceptable to Muniworth, and to the extent permitted by law, indemnify and hold harmless Muniworth, its employees, officers, directors, affiliated companies, and contractors as to that legal challenge.

27. Possible Exception

- 27.1 Some jurisdictions do not allow the exclusion of implied warranties, so the exclusions provided under the Agreement may not apply to You. In that event, any implied warranties are limited in duration to thirty (30) days from the date of Your first login to Muniworth. This provision gives You specific legal rights, and You may have other rights which vary by jurisdiction.

28. Remedies

- 28.1 For Muniworth's entire liability to You or any other party for any claim, demand or action arising from or related to the Agreement or Your use of Muniworth, whether in contract, warranty, tort including gross or other negligence, product liability, patent or copyright infringement or any other theory whatsoever, including the matters set out in Clause 15 above, Your exclusive remedies shall be:
 - 28.1.1 refund of the Service Fee that You have paid for Muniworth, for the month preceding the date You notify Muniworth of any claim, provided You notify Muniworth of the issue within thirty (30) days of the incident that gives rise to it;
 - 28.1.2 your contractual remedies set out in Clause 19; and
 - 28.1.3 termination of the Agreement.

29. Claims

- 29.1 You shall not make any claims against Muniworth, its employees, officers, directors, affiliated companies, and contractors for any damages, losses, liabilities, costs and expenses or court fees, arising out of or in connection with Your use of Muniworth, whether direct or indirect, including data loss, business interruption, computer “viruses”, intellectual property infringement or issues arising out of communicating data over the Internet.
- 29.2 Clauses 28 and 29 allocate the risks and remedies under the Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into the Agreement.

30. Changes to the Agreement

- 30.1 The terms of the Agreement may be changed by Muniworth in its sole discretion at any time upon notice to You.
- 30.2 If any changes are made to the Agreement by Muniworth, such changes will:
 - 30.2.1 only be applied prospectively; and
 - 30.2.2 not be specifically directed against You but will apply to all similarly situated Muniworth subscription holders.
- 30.3 You may terminate the Agreement within 30 days of being provided with updates to the Agreement if any change to the Agreement is unacceptable to You, and such termination shall be Your sole remedy for any such changes to the Agreement.
- 30.4 You agree that, if You continue to use Muniworth after Muniworth notifies You of any changes to the Agreement, You are thereby accepting the revised terms of the Agreement.
- 30.5 No communication by You, whether written or oral, will change the terms of the Agreement.

31. Miscellaneous

- 31.1 Muniworth may assign the Agreement and any rights granted thereby in their entirety to any purchaser of all or substantially all of its business or assets or to any subsidiary or other affiliate of Muniworth.
- 31.2 You may not assign the Agreement or transfer, export or grant a sub-subscription of Muniworth or the subscription contained herein to any other party unless authorized by Muniworth in writing.
- 31.3 Muniworth may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run Muniworth. For Canadian users, Your Information will be stored within Canada. For other users including American users, Your Information will be stored within the United States of America. Your Information may be subject to access by the regulatory authorities of such jurisdictions, pursuant to the law of such jurisdictions.
- 31.4 The failure of Muniworth to enforce any provision of the Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time. No waiver of any breach of any term of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions of the Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 31.5 Muniworth may provide functionality in Muniworth that facilitates access to third party applications or services. Muniworth is not responsible for the operation or support of any such third party applications. Further, Muniworth may include hyperlinks to other websites or resources. Muniworth may have no control over any applications, services, websites or information connected to these links. You agree that Muniworth is not responsible for the availability of any such external applications, services, sites or resources, and does not endorse any advertising, products or other materials on or available from such applications, services, websites or resources. Muniworth is not liable for any loss or damage which You may incur as a result of the availability of those external applications, services, websites or resources, or as a result of any reliance You place on anything contained on or on these applications, services, websites or resources.
- 31.6 In the event that one or more of the provisions of the Agreement is or are found to be illegal or unenforceable, the Agreement shall not be rendered inoperative but the remaining provisions shall continue in full force and effect.
- 31.7 The Agreement, including the agreements and schedules, referenced herein as being incorporated by reference, is the entire agreement between Muniworth and You pertaining to Your right to use

Muniworth, and supersedes all prior, collateral or contemporaneous oral or written representations or agreements regarding such subject matter.

- 31.8 No representations made by Muniworth's resellers, sales agents, marketing materials or otherwise shall apply should they conflict with the Agreement in any way .
- 31.9 With regard to language, the parties declare that they have required that the Agreement and all documents related hereto, either present or future, be drawn up in the English language only.
- 31.10 "Including" where used herein shall mean "including without limitation".
- 31.11 If You are acting on behalf of any unit or agency of the government of the United States of America, You agree that Muniworth is provided with restricted rights. Use, duplication, or disclosure by the Government of the U.S.A. is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Software Restricted Rights at 48 CFR 52.227-19 as applicable. The software was developed exclusively at private expense, no part of it is in the public domain and is an unpublished work. The manufacturer is Muniworth Innovations Inc. with a corporate records office at 201-19 Dallas Road, Victoria BC, V8V 5A6.

32. Notices

- 32.1 All notices to You under the Agreement shall be deemed duly made if done by:
 - 32.1.1 appearing through the announcement function under Your Account; or
 - 32.1.2 being sent to You by email at the email address that You use for logging into Your Account.
- 32.2 Unless otherwise provided for under the Agreement, all notices to Muniworth under the Agreement shall be deemed duly made if done by both:
 - 32.2.1 certified mail or registered courier to: Muniworth Innovations Inc. c/o 201-19 Dallas Road, Victoria BC, V8V 5A6
 - 32.2.2 email to support@Muniworth.com

33. Disputes

- 33.1 Subject to the following, the Agreement shall be governed by the laws of the Province of British Columbia, Canada.
- 33.2 You agree that any dispute arising out of or in connection with this Agreement will be subject to the jurisdiction of the courts of British Columbia located in Victoria, British Columbia without regard to the principles of conflicts of law unless You are a public entity in the United States of America in which case this Agreement shall be governed by the state law where the defending party, whether You or Muniworth, is domiciled. Any dispute arising out of or in connection with this Agreement will, if not resolved by informal mediation between the parties, first be submitted to non-binding arbitration administered by the American Arbitration Association under its Non-Binding Arbitration Rules before the parties may initiate arbitration, litigation or some other type of dispute resolution process.
- 33.3 You acknowledge that You are a sophisticated consumer on the subject of laws and their applicability and You specifically agree to these dispute resolution terms. By using Muniworth, You acknowledge that You have read the Agreement and agree to be bound by its terms.
- 33.4 Each party had an opportunity to consult with legal counsel in negotiating this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

34. Counterparts; Electronic Signatures.

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

SCHEDULE A

User Type

Trial User or Demonstration User:

For trial and demonstration use (being a “Trial User” or “Demonstration User”), the following additional provisions apply:

1. You may not sell the Hosted Service, any results derived from Your use of the Hosted Service, or use the Hosted Service in a live operating environment.
2. Notwithstanding anything to the contrary in this Agreement, if you are a Trial User or Demonstration User, the Hosted Service is provided “AS IS” and no warranty, implied or express (including the Uptime Guarantee), applies to these versions.
3. Clause 1 of the Agreement is modified as follows:

“Service Fee” means the amount of \$0.00, unless otherwise specified by Muniworth.

4. Clause 24.2 of the Agreement is replaced with the following:

“Muniworth may terminate the Agreement in its sole discretion for any reason and at any time. Subject to earlier termination, if you are a Trial User, Your Subscription expires 90 days from the Effective Date, if you are a Demonstration User, Your Subscription expires 14 days from the Effective Date.”

Third Party Service Provider:

In some cases, you may have retained a third party, like a project consultant or any person other than Muniworth, to access your Hosted Service. These persons are referred to as a “Third-Party User”. The following additional provision apply in this circumstance:

1. By the Third-Party User using the Hosted Service in connection with Your Subscription or in any event, the Third-Party User is acting as your legal agent and the Third Party User is deemed to have entered into this Agreement with Muniworth, and all terms of the Agreement that apply to “You” shall be deemed to apply to the Third-Party User *pari passu*.
2. If Your Subscription is used by a Third-Party User, the Third-Party User may have additional rights over Your account, like the ability to access or delete Your data. Please review any additional terms the Third-Party User provided You, as Muniworth has no responsibility regarding these additional terms or the actions of the Third-Party User.
3. Updates to Hosted Service may not be compatible with software or services provided by third-parties or Third-Party Users.