

TERMS OF SERVICE AGREEMENT

This TERMS OF SERVICE AGREEMENT (this “Agreement”) is entered into by and between Public Consulting Group LLC (“PCG”), a Delaware limited liability company, and any person and the entity that such person represents (together, “User”). Each of PCG and User are referred to as a “Party” and are collectively referred to as the “Parties.”

BY LOGGING INTO, ACCESSING, VIEWING, DOWNLOADING, OR OTHERWISE USING ANY PART OF THE SERVICE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, USER SHALL INDICATE NON-ACCEPTANCE, PCG WILL, IF APPLICABLE, PROMPTLY INACTIVATE USER’S ACCOUNT, AND USER SHALL NOT ACCESS OR USE ANY PART OF THIS SERVICE.

1. Service Terms and Limitations.

- A. Description. PCG’s “Workload Analytic Tool for the Maine Department of Health and Human Services Office of Child and Family Services” (the “Service”) is proprietary to PCG and is protected by intellectual property laws and treaties. User’s access to the Service is licensed and not sold. Subject to the timely payment of all Fees and the terms and limitations set forth in this Agreement and set forth in the PCG-User Contract (as defined below), PCG agrees to provide User with a personal, non-transferrable, and non-exclusive account to enable User to access and use the Service during the term of this Agreement.
- B. PCG-User Contract. User’s access to the Service shall be governed by (i) this Agreement; and to the extent applicable, (ii) User’s separate agreement with PCG with respect to use of the Service (the “PCG-User Contract”). To the extent any terms of this Agreement conflict with terms of the PCG-User Contract, the terms of the PCG-User Contract shall control.
- C. Limitations. User shall not:
 - i. Sell, market, rent, sub-license, or license any aspect of the Service or PCG’s intellectual property or otherwise use the Service for any purpose other than as specifically provided in the PCG-User Contract or this Agreement;
 - ii. Decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Service in whole or in part, for competitive purposes, or otherwise;

- iii. Allow access to, provide, divulge, or make available the Service to any person other than those who have licenses to access the Service;
- iv. Write or develop any derivative works based upon the Service;
- v. Modify, adapt, translate, or otherwise make any changes to the Service or any part thereof without PCG's prior written consent;
- vi. Use the Service to provide processing services to third parties, or otherwise use the same on a "service bureau" basis;
- vii. Disclose or publish, without PCG's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Service;
- viii. Remove from the Service identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices, functionality, or features; or
- ix. Use the Service in any manner that violates applicable law, rule, or regulation.

User obtains no ownership rights or any other rights in PCG's intellectual property or the Service, other than those specified in this Agreement. User grants PCG a limited license to use User's transactional and performance data related to User's use of the Service (e.g., statistical information about the number of claims processed) solely on an aggregated and de-identified basis as part of PCG's internal marketing, business development, and analytical purposes.

- D. Accessibility. User agrees that from time to time the Service may be inaccessible or inoperable for any reason and without notice, including, without limitation:
 - i. Equipment malfunctions;
 - ii. Periodic maintenance procedures or repairs which PCG may undertake from the time to time; or
 - iii. Causes beyond the control of PCG or which are not reasonably foreseeable by PCG.
- E. Equipment and Data. User shall be solely responsible for providing, maintaining, and ensuring compatibility with the Service, all hardware, software, electrical, and other physical requirements for User's use of the Service, including, without limitation, telecommunications and internet access connections and links, web browsers, or other equipment, programs, and services required to access and use the Service. User shall have sole responsibility for the accuracy, quality,

integrity, legality, reliability, appropriateness, and ownership of any and all data that User submits to the Service.

2. **Limitations.**

- A. **Security.** User shall be solely responsible for the security, confidentiality, and integrity of all messages, content, and other information that User receives, transmits through, or stores on the Service. User shall be solely responsible for any authorized or unauthorized access to User's account by any person. User agrees to bear all responsibility for the confidentiality of User's password and all use or charges incurred from user of the Service with User's password. PCG shall have no liability for any loss or damage arising from User's failure to comply with these requirements.
- B. **Privacy.** When reasonably practicable, PCG will attempt to respect User's privacy. PCG will not monitor, edit, or disclose any personal information about User or User's account, including its contents or User's use of the Service, without User's prior consent unless PCG has a good faith belief that such action is necessary to:
- i. Comply with legal process or other legal requirements of any governmental authority;
 - ii. Protect and defend the rights or property of PCG;
 - iii. Enforce this Agreement;
 - iv. Protect the interests of users of the Service other than the User or any other person; or
 - v. Operate or conduct maintenance and repair of PCG's services or equipment, including the Service as authorized by law.

User has no expectation of privacy with respect to the Internet generally. User's IP address is transmitted and recorded with each of User's uploads or messages through the Service. PCG reserves the right to provide certain information in aggregate form collected from and related to User to third persons, including without limitation, in consideration for compensation.

3. **User Representations.** User represents and warrants to PCG that:

- A. To the extent a person, User is (i) over the age of eighteen (18); (ii) is affiliated, whether as an employer, contractor, subcontractor, or agent, with an entity party to the PCG-User Contract; and (iii) has the legal authority to bind the entity that

such User represents with respect to agreements, including, but not limited to, this Agreement;

- B. User has the power and authority to enter into and to perform User's obligations under this Agreement;
- C. All information provided by User to PCG is truthful, accurate, and complete;
- D. User shall comply with all terms and conditions of this Agreement, including, without limitation, the provisions set forth in Section 5; and
- E. User has provided and will provide accurate and complete registration information, including, without limitation, User's legal name, entity affiliation, address, email address, and telephone number.

Violation of any of these representations is cause for PCG to suspend and/or terminate User's access to the Service immediately and without notice.

4. **Acceptable Use.** User is solely responsible for any and all acts and omissions that occur under User's account or password and User agrees not to engage in unacceptable use of the Services, which includes, without limitation, use of the Service to:
- A. Violate any law or regulation, or to facilitate the violation of any law or regulation;
 - B. Disseminate, store, or transmit unsolicited messages, chain letters, or unsolicited commercial email;
 - C. Disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or abusive;
 - D. Disseminate, store, or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person;
 - E. Create a false identity or otherwise attempt to mislead any person as to the identity or origin of any communication;
 - F. Export, re-export, or permit downloading of any message or content in violation of any export or import law, regulation, or restriction of the United States and its agencies or authorities, or without all required approvals, licenses, or exemptions;
 - G. Interfere, disrupt, or attempt to gain unauthorized access to other accounts on the Service or any other computer network;

- H. Disseminate, store, or transmit viruses, Trojan horses, or any other malicious code or program; or
- I. Engage in any other activity deemed by PCG to be in conflict with the spirit or intent of this Agreement.

Violation of any of these provisions is cause for PCG to suspend and/or terminate User's access to the Service immediately and without notice.

- 5. **Indemnification.** User agrees to indemnify, hold harmless, and defend PCG, its shareholders, directors, officers, employees, and agents from and against any action, cause, claim, damage, debt, demand, or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to:
 - A. This Agreement;
 - B. User's use of the Service, including any data, work, and communications transmitted or received by User; and
 - C. Any unacceptable use of the Service, including, without limitation, any statement, data, or content made, transmitted, or republished by User which is prohibited as unacceptable pursuant to Section 5 above.
- 6. **Amendment.** PCG shall have the right, at any time and without notice, to add or modify the terms of the Agreement by posting such additions or modifications to the Service. User's access to or use of the Service after the date such amended terms are effective shall be deemed to constitute acceptance of such terms.