

RESOLUTION APPROVING CONTRACT WITH MUNIWORTH WATERWORTH- AND THE ASHTABULA COUNTY COMMISSIONERS-THROUGH ITS DEPARTMENT OF ENVIRONMENTAL SERVICES FOR SOFTWARE SUBSCRIPTION

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented an agreement for the approval of the Board, to-wit:

PARTIES: **Ashtabula County Commissioners**, 25 West Jefferson St., Jefferson, OH 44047 through the Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047
Muniworth Waterworth Inc. DBA Waterworth, 201-19 Dallas Rd, Victoria BC, V8V 5A6

SCOPE: To provide a software package subscription, technical support, security, data entry, and other services as described in the terms of service contract.

COST: Not to Exceed, \$39,120.00 for a three-year subscription for both water and sewer departments, cost split \$19,560.00 per department.

TERM: The term of this agreement shall commence upon signing and may be terminated by either party by following the terms of the agreement. If subscription is terminated Muniworth Waterworth will reimburse County for the remaining years of the subscription, calculated at a rate of 75% of the remaining balance of the subscription fee for the unused years. Subscription expires 3 years from the effective date.

WHEREAS, this Board of Commissioners concurs with the recommendation of the Director and finds this contract to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract noted above is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-296

June 24, 2025

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THE ASHTABULA COUNTY COMMISSIONERS-THROUGH ITS DEPARTMENT OF
ENVIRONMENTAL SERVICES FOR SOFTWARE SUBSCRIPTION**

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

**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:

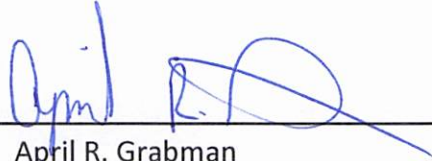
In some cases, you may have retained a third party, like a project consultant or any person other than Muniworth, to access your Hosted Service. These persons are referred to as a “Third-Party User”. The following additional provision apply in this circumstance:

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.

Signature Page

AGREEMENT TITLE: Muniworth Innovations Inc. d/b/a Waterworth Terms of Service Agreement

APPROVED as to Legal Form Only.

Approved by:  _____
April R. Grabman
Ashtabula County Prosecutor

Dated: 6/12/2025 _____

Reviewed by Earl F. Stoll, Assistant Prosecutor 

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

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

Plain English Summary

Muniworth Innovatons Inc.'s ("Muniworth Innovatons") 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 Innovatons 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 Innovatons' 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 Innovatons 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 Innovatons" means Muniworth Innovatons 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 Innovatons in relation to Muniworth Innovatons 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 Innovatons 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 order/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.

RIDER ACKNOWLEDGING O.R.C. SECTION 307.901

This Rider is incorporated into the [insert name of original agreement] (the "Agreement") between **Muniworth Innovations Inc.** ("Contractor") and **Ashtabula County, Ohio** (the "County"), effective as of the Agreement's execution date.

RECITALS

- The County is subject to Ohio Revised Code § 307.901, which renders ineffective any contractual provision that:
 - Limits the County's ability to recover for direct loss, including injury, death, or property damage; or
 - Limits the County's ability to recover the cost of a replacement contractor in the event of default.
- The Agreement includes standard limitations on liability that, to the extent they conflict with this statute, are unenforceable against the County.

AGREEMENT

1. Acknowledgment

Contractor acknowledges that O.R.C. § 307.901 applies to this Agreement and that any conflicting provisions are unenforceable as to the County.

2. No Waiver

Nothing in the Agreement shall be construed as waiving or limiting the County's rights under applicable law.

3. Effect

This Rider is deemed part of the Agreement. No further edits to the Agreement's liability clauses are required to preserve the County's rights under O.R.C. § 307.901.

SIGNATURES

Ashtabula County, Ohio

By: _____

Name:

Title:

Date:

Muniworth Innovations Inc.



By: _____

Name: Lachlan Hunter

Title: Account Executive

Date: July 11th 2025



W A T E R W O R T H™

Continuous Utility Rate Management

Ashtabula County, OH
Lachlan Hunter
Lachlanh@waterworth.net
2067047112

Date: 3/20/2025

Ashtabula
— COUNTY, OHIO —



OUR MISSION

Empowering financially sustainable local government services and winning back the public trust.



YOUR GOALS

Based on our conversations with the staff of Ashtabula County, we understand your key goal is:

Generate sufficient funding to reinvest into our aging infrastructure while ensuring financial sustainability into the long term and clearly demonstrating our financial and capital needs.

Related priorities:

- **Proactively reinvest capital into the system while supporting growth**
- **Look at funding strategies for major capital needs**
- **Staying adaptable to impending regulations**
- **Continuous rate analysis to see how funding strategies impact our rate payers**
- **Look at long term cost recovery and keep up with cost escalation**
- **Protect affordability for residents when looking at rate adjustments**
- **Financial transparency for Commissioners and the public to demonstrate the long-term impacts on the decisions we make today**

Waterworth can help Ashtabula County achieve these goals and priorities through **Continuous Utility Rate Management.**



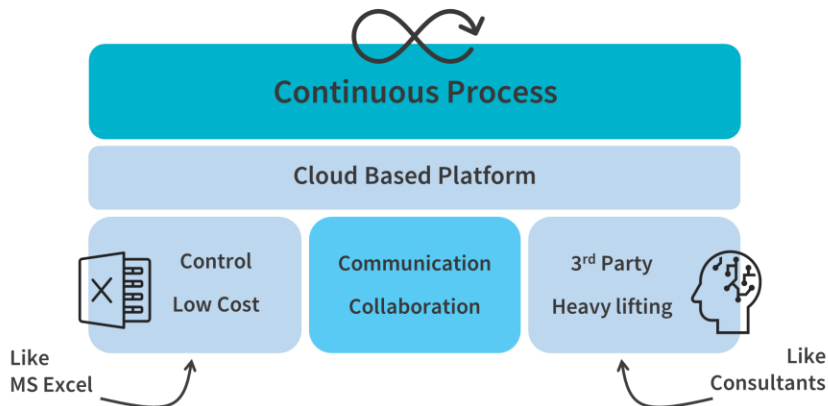
Continuous Utility Rate Management

What is it?

There are two methods of rates management commonly used today. When people want total control and low cost, they build in-house models with Microsoft Excel. We all love Excel - you can build what you want, it's flexible and practically free. It also has headaches. With Waterworth you have the control but without the headaches that come with maintaining an Excel spreadsheet. It's easy to use and very cost effective.

Other communities use rate consultants. They do an excellent job. They're experts and bring credibility to a council presentation. Similarly, the Waterworth team can step in as needed to do the heavy lifting and facilitate communications and action among staff and your elected officials.

Waterworth also addresses a critical gap by enabling easy Communication & Collaboration between individual departments, city administration and elected officials. With Waterworth, options can be carefully and efficiently reviewed, updated, reported on, compared with other scenarios. You can communicate difficult financial stories with ease so Council and the public can really buy in to the right decisions.



The thing our customers love the most is how we enable Continuous Rate Management. Rate studies are static in time. But variables keep changing - inflation is high, projects are getting repriced and reshuffled, interest rates fluctuate, sometimes you might get a grant, but you don't want to plan on it.

With Waterworth, you can stay in total control of all the moving parts while keeping everyone on the same page. This makes managing rates effortless and builds a synergistic relationship between city and elected officials.



KEY FEATURES

LONG-TERM FINANCIAL MODEL

Build a purpose-built full-cost recovery model to understand long-term revenue requirements. Integrate CIP, Master Plans, and future capital reinvestment budgeting along with debt service scenarios, cash reserve policies, and tie it all back to a rate schedule.



ASSET REPLACEMENT SCHEDULE

Leverage your GIS data to produce a long-term asset replacement schedule to understand the cost of sustainable ownership, and benchmark how much to invest annually in capital renewal to avoid emergencies and preserve intergenerational equity.

COST OF SERVICE ANALYSIS

Review historical demand patterns and work towards a true cost-of-service model for each customer category including wholesale customers. Explore cost reallocation scenarios to see how you can make rates more equitable.

RATE DESIGN

Onboard billing data, analyze your current rate structure, easily model new rate structure options and immediately visualize the billing impacts of various options – what the changes will mean for revenues and affordability for residents.

SCENARIO EXPLORATION

Perhaps one of the most powerful features is the ability to quickly create and manage scenarios, compare them visually using 3 comparative modes (difference, side-by-side, overlay) and combine scenarios from different service areas into one complete organization-wide model.



SAVE TIME AND AGGRAVATION

Take pride in telling a better financial story. This makes communicating tough, complex issues easier leading to more efficient conversations. In the end, smarter decisions are made more quickly and with very little effort. Everyone saves time and aggravation.



BENEFITS

LEVERAGE YOUR DATA TO DRIVE BETTER DECISIONS

Up-to-date data reflects the real-world circumstances of your community so you can have confidence that analysis and recommendations plot the best path forward in real-time. Waterworth is compatible with many other systems, so onboarding is relatively easy.



ENSURE LONG-TERM FINANCIAL SUSTAINABILITY

Plan for intergenerational equity by first determining long-term cost of sustainable ownership of infrastructure. Then become financially resilient and mitigate uncertainty about future events through better planning by developing and exploring scenarios.

LEVERAGE PROFESSIONAL SUPPORT THAT'S TAILORED TO YOU

Short-staffed? Think of us as a specialized part of your team. We're here to make sure you are asking the right questions and making progress towards community goals. Support is here, whenever and however you need it: we'll assist with data needs, analysis, scenario exploration, presentation, and succession.

We've got your back!



UNLIMITED SUPPORT & ADVISING

Included with all services. We're here for you by chat, email, phone or zoom as much or as little as needed to ensure you meet your goals.

- Unlimited 1:1 coaching with all included tools
- Expert advice with Financial Modeling, Cost of Service Analysis, Infrastructure Analysis and Rate Design
- Onboarding and refining of external financial model or Pro Forma into Waterworth's financial model
- Assistance with project management and organization to help meet deadlines and stay on track of priorities
- Training for effective communication with elected officials and between departments
- Assistance with analysis of complex datasets, and impact analysis of any scenarios or proposed changes
- Assistance with presenting models internally or to Boards/Councils
- Assistance with onboarding instructions for Assets, Population, Flows or Billing Data
- Training of new staff on Waterworth
- Facilitating succession transitions



METHODOLOGY

Waterworth is based on the fundamentals of rate design as outlined in AWWA M1 and WEF 27.

These manuals set the industry accepted standard practices in financial planning and rate making to establish cost-based rates, fees, and charges to recover the full costs associated with utilities.

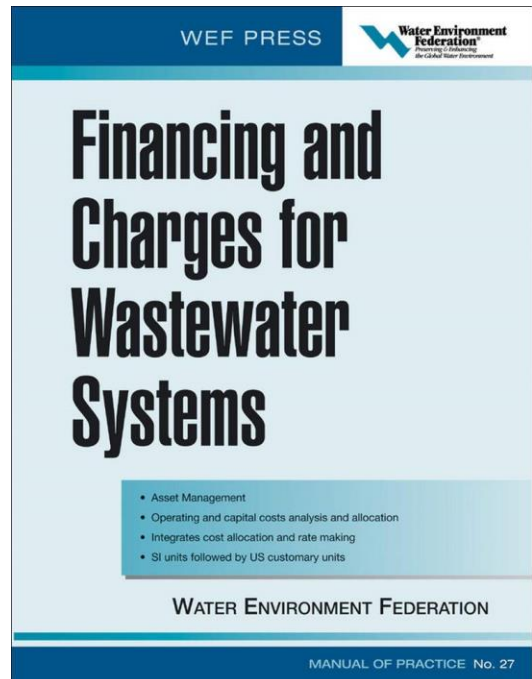
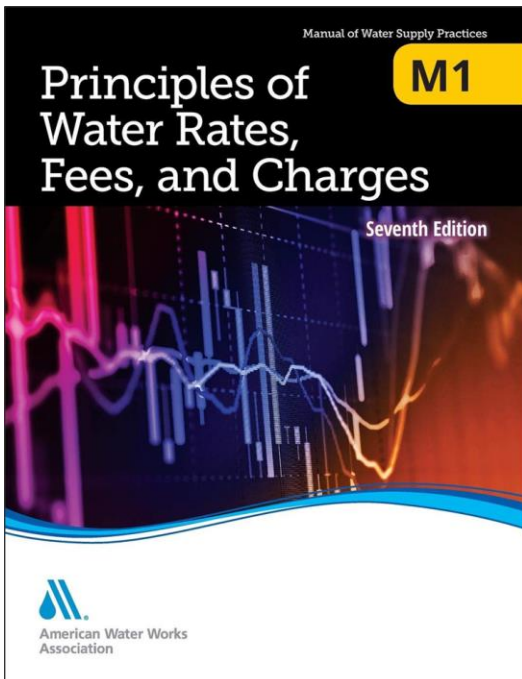


American Water Works Association

Dedicated to the World's Most Important Resource®



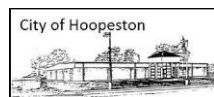
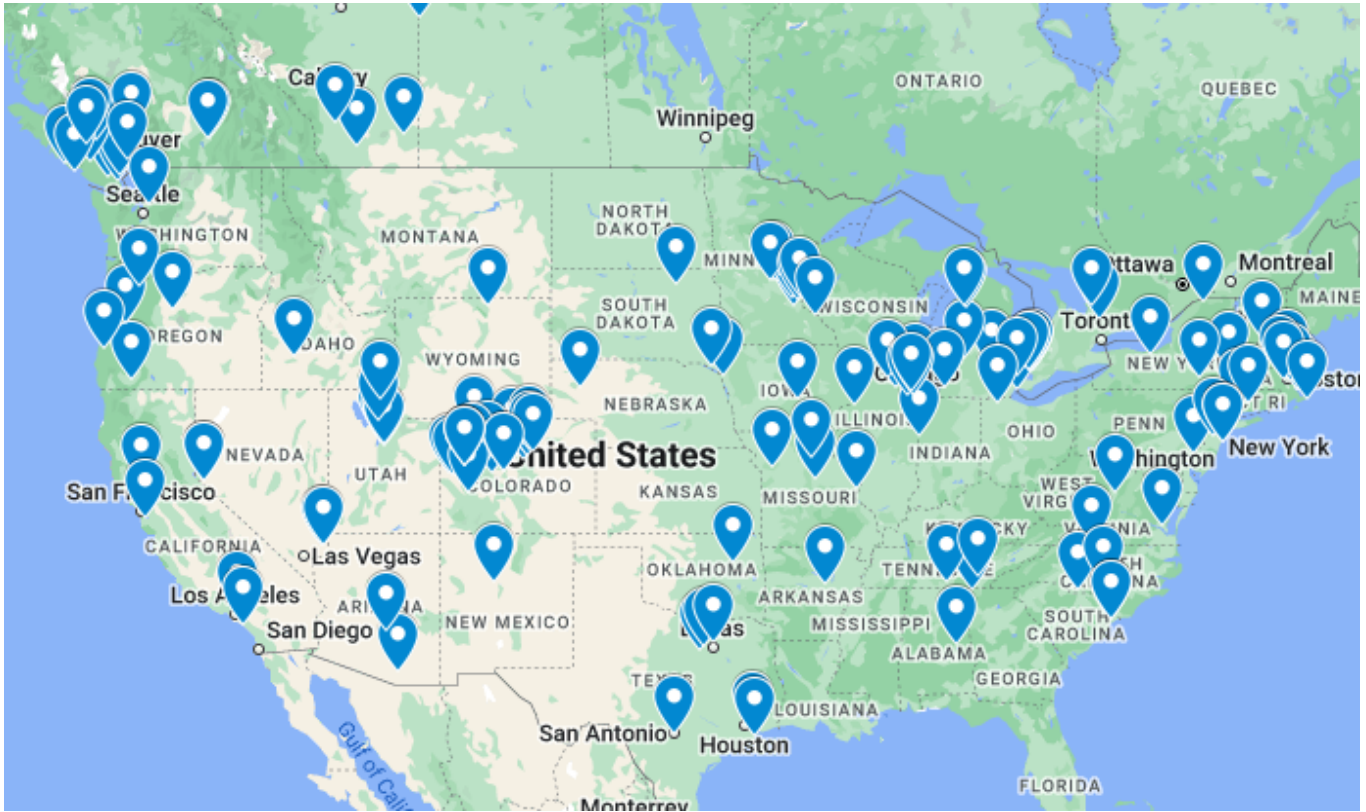
Water Environment Federation®
the water quality people®





WHO ELSE DOES THIS?

Waterworth is trusted by over 280 cities and towns across North America.





CLIENT TESTIMONIALS

“We’ve been trying to do this on our own for 10 years, to have something so turnkey was just an absolute blessing.”

Lisa Vollbrecht, Public Utilities Director
City of St. Cloud, Minnesota



“Previously, we relied on outside consultants to provide us with data to make decisions on. By us actually performing and executing the models with the help of and support of the Waterworth team, we were able to do that work ourselves.”

Tony Loete, Utilities Director
City of Moline, Illinois



"That's how we have found Waterworth to be valuable: showing our elected officials the scenarios of if we don't do anything, if we do something, and having those changes side by side."

John Mastandona, Director of Finance
Village of Western Springs, Illinois





ANNUAL SUBSCRIPTION – Full Package

Item	Description	Unit Price	Cumulative Price
Long Term Financial Model Asset Replacement Schedule Rate Design Cost of Service Analysis	Software Access to Water Service Area Unlimited Support and Advising for Water	\$9,000	\$9,000
Long Term Financial Model Asset Replacement Schedule Rate Design Cost of Service Analysis	Software Access to Wastewater Service Area Unlimited Support and Advising for Wastewater	\$7,000	\$16,000

Included:

- Implementation
- Unlimited User Licenses
- Unlimited Support and Advising
- Training
- Workshop Facilitation
- Presentation
- Assistance with: Data Onboarding, Data Analysis, Scenario Exploration
- Community Cost Comparison and Outreach

Subscription effective date begins on the day of the Getting Started Meeting when user sign-in accounts are created. Renewal invoices will be sent 60 days before the anniversary of the effective date. Prices set to increase by 5% per year.



ANNUAL SUBSCRIPTION – FULL PACKAGE

Item	Description	Price
LFM ARS Rate Design COSA	Software Access to Water and Wastewater Service Area Unlimited Support and Advising Water and Wastewater	\$16,000

Total USD \$16,000

3 – YEAR SUBSCRIPTION – FULL PACKAGE

Item	Description	Original Price	Discounted Price (18.5%)
LFM ARS Rate Design COSA	Software Access to Water and Wastewater Service Area Unlimited Support and Advising Water and Wastewater – Cost Of Service Included for 1 year only	\$48,000	\$39,120

Total USD \$11,280 Savings \$39,120

Note: The Subscriber may terminate the Subscription at any time. Upon termination, Muniworth will reimburse the Subscriber 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.

Subscription effective date is on the day of the Getting Started Meeting when user sign-in accounts are created. Renewal invoices will be sent 60 days before the anniversary of the effective date. Prices set to increase by 5% per year (included in cost savings).

MUNI WORTH



Waterworth's sister solution, **Muniworth** brings the same analytical and financial planning power to all of your publicly funded services.

Muniworth is an easy-to-use cloud-based analytics platform that uses data visualization to make analysis, planning and communication about funding key infrastructure easier for everyone to understand and talk about.

Along with experienced advising and professional support, Muniworth makes your job easier.

- **Easily communicate city-wide capital needs**
- **Develop a comprehensive financial plan**
- **View aggregated analysis across departments and entire organization**
- **Visualize data consistently**
- **Ensure sufficient funding for all services**

Service areas include: Streets, Facilities, Fleet, Solid Waste, Recycling, Public Safety, Fire, Airport, Marina, and many more, in addition to General Fund.

Anthony Theodorou, Engineer
Project Control Engineering



"We're figuring out how to overlap these things, to see when water and sewer projects are coming up... and how they'll line up with our road projects. In Muniworth, you can jump in and out of those different utilities."

Form **W-8BEN-E**

(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

**Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.
► Go to www.irs.gov/FormW8BENE for instructions and the latest information.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form for:

- U.S. entity or U.S. citizen or resident W-9
- A foreign individual W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) W-8IMY

Instead use Form:

Part I Identification of Beneficial Owner

1 Name of organization that is the beneficial owner <u>Muniworth Innovations Inc. (d/b/a Waterworth)</u>	2 Country of incorporation or organization <u>Canada</u>
--	--

3 Name of disregarded entity receiving the payment (if applicable, see instructions)

4 Chapter 3 Status (entity type) (Must check one box only):

<input type="checkbox"/> Simple trust	<input type="checkbox"/> Tax-exempt organization	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Private foundation	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Foreign Government - Controlled Entity
<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Estate	<input type="checkbox"/> Foreign Government - Integral Part
		<input type="checkbox"/> International organization	

If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. Yes No

5 Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)

<input type="checkbox"/> Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).	<input type="checkbox"/> Nonreporting IGA FFI. Complete Part XII.
<input type="checkbox"/> Participating FFI.	<input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.
<input type="checkbox"/> Reporting Model 1 FFI.	<input type="checkbox"/> International organization. Complete Part XIV.
<input type="checkbox"/> Reporting Model 2 FFI.	<input type="checkbox"/> Exempt retirement plans. Complete Part XV.
<input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.	<input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.
<input type="checkbox"/> Sponsored FFI. Complete Part IV.	<input type="checkbox"/> Territory financial institution. Complete Part XVII.
<input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.	<input type="checkbox"/> Excepted nonfinancial group entity. Complete Part XVIII.
<input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.	<input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.
<input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.	<input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.
<input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.	<input type="checkbox"/> 501(c) organization. Complete Part XXI.
<input type="checkbox"/> Certain investment entities that do not maintain financial accounts. Complete Part IX.	<input type="checkbox"/> Nonprofit organization. Complete Part XXII.
<input type="checkbox"/> Owner-documented FFI. Complete Part X.	<input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.
<input type="checkbox"/> Restricted distributor. Complete Part XI.	<input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.
	<input checked="" type="checkbox"/> Active NFFE. Complete Part XXV.
	<input type="checkbox"/> Passive NFFE. Complete Part XXVI.
	<input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.
	<input type="checkbox"/> Direct reporting NFFE.
	<input type="checkbox"/> Sponsored direct reporting NFFE. Complete Part XXVIII.
	<input type="checkbox"/> Account that is not a financial account.

6 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).
844 Courtney Street Unit# L3

City or town, state or province. Include postal code where appropriate. <u>Victoria, BC V8W 1C4</u>	Country <u>Canada</u>
--	--------------------------

7 Mailing address (if different from above)
PO Box 23118 RPO Cook Street

City or town, state or province. Include postal code where appropriate. <u>Victoria, BC V8V 4Z8</u>	Country <u>Canada</u>
--	--------------------------

Part I Identification of Beneficial Owner (continued)

8 U.S. taxpayer identification number (TIN), if required 98-1320761

9a GIIN	b Foreign TIN <u>789699329</u>	c Check if FTIN not legally required. <input type="checkbox"/>
----------------	--	---

10 Reference number(s) (see instructions)

Note: Please complete remainder of the form including signing the form in Part XXX.

Part II Disregarded Entity or Branch Receiving Payment. (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)

11 Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment

Branch treated as nonparticipating FFI. Reporting Model 1 FFI. U.S. Branch.
 Participating FFI. Reporting Model 2 FFI.

12 Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

13 GIIN (if any)

Part III Claim of Tax Treaty Benefits (if applicable). (For chapter 3 purposes only.)

14 I certify that (check all that apply):

a The beneficial owner is a resident of Canada within the meaning of the income tax treaty between the United States and that country.

b The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):

<input type="checkbox"/> Government	<input checked="" type="checkbox"/> Company that meets the ownership and base erosion test
<input type="checkbox"/> Tax-exempt pension trust or pension fund	<input type="checkbox"/> Company that meets the derivative benefits test
<input type="checkbox"/> Other tax-exempt organization	<input type="checkbox"/> Company with an item of income that meets active trade or business test
<input type="checkbox"/> Publicly traded corporation	<input type="checkbox"/> Favorable discretionary determination by the U.S. competent authority received
<input type="checkbox"/> Subsidiary of a publicly traded corporation	<input type="checkbox"/> No LOB article in treaty
	<input type="checkbox"/> Other (specify Article and paragraph): _____

c The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).

15 **Special rates and conditions** (if applicable—see instructions):
 The beneficial owner is claiming the provisions of Article and paragraph V, paragraphs 3 & 7; VII paragraph 1 of the treaty identified on line 14a above to claim a 0 % rate of withholding on (specify type of income): Software & support
 Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: Under article V, paragraph 3 & 7 of the Canada-US Tax Conversion (1980), the Company does not have a permanent establishment in the US merely because it carries on business in the US. Under Article VII, paragraph 1, the Company is not taxable in the US due to non permanent establishment in the US.

Part IV Sponsored FFI

16 Name of sponsoring entity: _____

17 **Check whichever box applies.**

I certify that the entity identified in Part I:

- Is an investment entity;
- Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

I certify that the entity identified in Part I:

- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

Part V Certified Deemed-Compliant Nonregistering Local Bank18 I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts19 I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle

20 Name of sponsoring entity: _____

21 I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity22 I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

Part IX Certain Investment Entities that Do Not Maintain Financial Accounts23 I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

Part X Owner-Documented FFI

Note: This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI (continued)**Check box 24b or 24c, whichever applies.**

- b** I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
 - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
 - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
 - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
 - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

Check box 24d if applicable (optional, see instructions).

- d** I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

Part XI Restricted Distributor

- 25a** (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
 - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
 - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
 - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
 - Does not solicit customers outside its country of incorporation or organization;
 - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
 - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
 - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Check box 25b or 25c, whichever applies.

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

Part XII Nonreporting IGA FFI

- 26 I certify that the entity identified in Part I:
- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and _____ . The applicable IGA is a Model 1 IGA or a Model 2 IGA; and is treated as a _____ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
 - If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor _____ . The trustee is: U.S. Foreign

Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue

- 27 I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XIV International Organization

Check box 28a or 28b, whichever applies.

- 28a I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).
- b I certify that the entity identified in Part I:
- Is comprised primarily of foreign governments;
 - Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
 - The benefit of the entity's income does not inure to any private person; **and**
 - Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

Part XV Exempt Retirement Plans

Check box 29a, b, c, d, e, or f, whichever applies.

- 29a I certify that the entity identified in Part I:
- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
 - Is operated principally to administer or provide pension or retirement benefits; **and**
 - Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.
- b I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - No single beneficiary has a right to more than 5% of the FFI's assets;
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
 - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
 - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
 - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
 - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.
- c I certify that the entity identified in Part I:
- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
 - Has fewer than 50 participants;
 - Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
 - Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
 - Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
 - Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

Part XV Exempt Retirement Plans (continued)

- d** I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e** I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f** I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
 - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

Part XVI Entity Wholly Owned by Exempt Beneficial Owners

- 30** I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
 - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
 - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
 - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
 - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

Part XVII Territory Financial Institution

- 31** I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

Part XVIII Excepted Nonfinancial Group Entity

- 32** I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
 - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
 - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XIX Excepted Nonfinancial Start-Up Company

- 33** I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) _____ (date must be less than 24 months prior to date of payment);
 - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
 - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
 - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy

- 34** I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on _____;
 - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
 - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
 - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

Part XXI 501(c) Organization

35 I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated _____; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

Part XXII Nonprofit Organization

36 I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation

Check box 37a or 37b, whichever applies.

37a I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including _____ (name one securities exchange upon which the stock is regularly traded).

b I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is _____; **and**
- The name of the securities market on which the stock is regularly traded is _____.

Part XXIV Excepted Territory NFFE

38 I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
 - (i) Does not accept deposits in the ordinary course of a banking or similar business;
 - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
 - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

Part XXV Active NFFE

39 I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

Part XXVI Passive NFFE

40a I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

Check box 40b or 40c, whichever applies.

b I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**

c I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2025, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds: 6002 & 6001

In the amount of \$39,120.00 for year 2025 and free from any previous encumbrances. \$19,560.00 -6001 & \$19,500.00 -6002

Agreement Title: Waterworth Subscription

Scott Yamamoto, Ashtabula County Auditor

Contact: Doug Starkey, ACDES Director

Date: 6/20/25

RIDER ACKNOWLEDGING O.R.C. SECTION 307.901

This Rider is incorporated into the [insert name of original agreement] (the "Agreement") between **Muniworth Innovations Inc.** ("Contractor") and **Ashtabula County, Ohio** (the "County"), effective as of the Agreement's execution date.

RECITALS

- The County is subject to Ohio Revised Code § 307.901, which renders ineffective any contractual provision that:
 - Limits the County's ability to recover for direct loss, including injury, death, or property damage; or
 - Limits the County's ability to recover the cost of a replacement contractor in the event of default.
- The Agreement includes standard limitations on liability that, to the extent they conflict with this statute, are unenforceable against the County.

AGREEMENT

1. **Acknowledgment**
Contractor acknowledges that O.R.C. § 307.901 applies to this Agreement and that any conflicting provisions are unenforceable as to the County.
2. **No Waiver**
Nothing in the Agreement shall be construed as waiving or limiting the County's rights under applicable law.
3. **Effect**
This Rider is deemed part of the Agreement. No further edits to the Agreement's liability clauses are required to preserve the County's rights under O.R.C. § 307.901.

SIGNATURES

Ashtabula County, Ohio

By: 

Name: JP Ducao IV

Title: President

Date: 6/24/2025

Muniworth Innovations Inc.

By:  _____

Name: Lachlan Hunter

Title: Account Executive

Date: July 11th 2025

**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.

RIDER ACKNOWLEDGING O.R.C. SECTION 307.901

This Rider is incorporated into the [insert name of original agreement] (the "Agreement") between **Muniworth Innovations Inc.** ("Contractor") and **Ashtabula County, Ohio** (the "County"), effective as of the Agreement's execution date.

RECITALS

- The County is subject to Ohio Revised Code § 307.901, which renders ineffective any contractual provision that:
 - Limits the County's ability to recover for direct loss, including injury, death, or property damage; or
 - Limits the County's ability to recover the cost of a replacement contractor in the event of default.
- The Agreement includes standard limitations on liability that, to the extent they conflict with this statute, are unenforceable against the County.

AGREEMENT

1. Acknowledgment

Contractor acknowledges that O.R.C. § 307.901 applies to this Agreement and that any conflicting provisions are unenforceable as to the County.

2. No Waiver

Nothing in the Agreement shall be construed as waiving or limiting the County's rights under applicable law.

3. Effect

This Rider is deemed part of the Agreement. No further edits to the Agreement's liability clauses are required to preserve the County's rights under O.R.C. § 307.901.

SIGNATURES

Ashtabula County, Ohio


By: _____

Name:

Title:

Date:

Muniworth Innovations Inc.

By:  _____

Name: Lachlan Hunter

Title: Account Executive

Date: July 11th 2025