



## ASSESSMENTPRO TERMS OF USE

Last Updated: December 14, 2020

You understand that in order to effectively access and utilize the System, You must use one of the latest two versions of Google Chrome, Microsoft Internet Explorer, Microsoft Edge or Mozilla Firefox on a Microsoft-supported version of Microsoft Windows.

PLEASE UNDERSTAND THAT THIS IS A LEGAL AGREEMENT. BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THESE TERMS OF USE AND/OR BY ACCESSING THE SYSTEM OR USING ANY SERVICE OR ASCEND MATERIALS PROVIDED IN CONNECTION THEREWITH, YOU ACCEPT AND AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

MAXIMUS RESERVES THE RIGHT TO CHANGE THESE TERMS OF USE FROM TIME TO TIME AT ITS SOLE DISCRETION. YOUR USE OF THE SYSTEM OR ANY SERVICE OR MAXIMUS MATERIALS WILL BE SUBJECT TO THE MOST CURRENT VERSION OF THE TERMS OF USE AT THE TIME OF SUCH USE. YOUR CONTINUED USE OF THE SYSTEM OR ANY SERVICES OR ASCEND MATERIALS CONSTITUTES YOUR ACCEPTANCE OF ANY CHANGES THERETO.

IF YOU BREACH ANY OF THE TERMS OF USE, YOUR LICENSE TO USE THE SYSTEM AND ANY SERVICES AND ASCEND MATERIALS SHALL AUTOMATICALLY TERMINATE.

1. Parties. Please read these Terms of Use carefully. It contains the terms and conditions governing Your access to and use of the System, as well as any Services or Maximus Materials obtained in connection therewith. The parties to this Agreement are You, including each User accessing or using the System by or through You (collectively, "You" or "Your"), and Ascend Management Innovations LLC and/or its respective affiliate(s) providing services to You hereunder (collectively, "Maximus", "We" or "Us"). If You are not an individual, then "You" or "Your" means the entity on behalf of whom You are acting, including Your company or entity, its officers, members, partners, agents, employees, representatives, contractors, successors and assigns, and includes any individual User gaining access to the System using Your credentials. If You do not accept this Agreement or You do not meet or comply with its provisions, You may not use the System, Services or any Maximus Materials.

1.1 Definitions. The following definitions apply to this Agreement:

"Agreement" includes these Terms of Use, along with any rules, policies, procedures or restrictions referenced hereunder, including any updates or changes thereto from time to time.

"Maximus Data" means all data and other information pertaining to, generated by or accessible from the System (other than Your Data), including aggregated data and any analysis thereof, generated by or on behalf of Maximus based on any of the following: (i) Documents or Partner Data provided or submitted by You (including any and all Users) to Ascend in connection with the use of the System or any Service; and/or (ii) Documents otherwise collected by or on behalf of Maximus in connection with the System or any Service.

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“Maximus Materials” includes any Documents, Content, or other systems, software, hardware, technology, data, information or materials in any form or format provided by or made available to You by Maximus or otherwise accessible by You through the System or Services, including the System, Services and Ascend Data, including all intellectual property and other proprietary rights appurtenant thereto, but specifically excluding Your Data.

“Content” includes all Text, Graphics, Design and Programming used or displayed on the System.

“Design” includes the color combinations and the page layout of the System.

“Document(s)” refers to any and all documents, data, content, or other written materials in printed or electronic media, including without limitation technical information, implementation plans, training materials and instructions, manuals, documentation and other materials pertaining to the System or Services, as well as any documents, data, content or materials posted to or accessible by the System, including clinical documentation.

“Graphics” includes all logos, buttons, look-and-feel and other graphical elements on the Sites.

“Programming” includes both client-side code (HTML, JavaScript, etc.) and server-side code (Active Server Pages, VBScript, databases, etc.) used on the System.

“Services” means any services provided by Maximus or its affiliates or contractors in connection with Your use of the System, including standard technical support and trouble response.

“System” refers to the Maximus web application system, and other Maximus web sites, Content and Services that are linked thereto or otherwise provided or accessible in connection therewith, including certain password-protected areas that are made available to Users.

“Term” means the duration of time commencing on the date You have accepted this Agreement and concluding upon termination of this Agreement in accordance with paragraph 14.

“Text” includes all written material used or displayed on any part of the System, whether editorial, navigational, instructional or otherwise.

“User” refers to any individual or entity that accesses or uses any aspect of the System.

“Your Data” means any clinical assessments, notes, records and other relevant Documents in the form and substance as imported from Users into the System (i.e., prior to any aggregation, modification, enhancement or analysis by Ascend) pursuant to this Agreement, and specifically excluding any Maximus Data.

2. License. The System is intended only for lawful and reasonable internal business uses in connection with mental and behavioral health assessments in support of government-funded programs (“Intended Use”). Maximus is the sole interpreter of whether any User’s access to or use of the System is consistent with the Intended Use. Any rights not expressly granted in this Agreement are reserved to Maximus. Subject to the foregoing, and solely for the Intended Use and no other purpose, Maximus agrees to provide the following rights to access and use the System during the Term of this Agreement:

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2.1 License to Use by Users who are Assessors. Maximus hereby grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to access and use the System only for Your use of administering assessments on behalf of Maximus or any State client. This authorizes You to input Your Data solely for the purpose of performing mental and behavioral health assessments in accordance with Your professional licensing obligations and restrictions. Maximus also grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Maximus Materials for Your internal use only as related to the Intended Use. You agree that You are solely responsible for the content of Your Data and any other Documents or information you may post to the System and any consequences arising from such posting. Your use of the System and Maximus Materials is a privilege. Maximus reserves the right to suspend or terminate that privilege pursuant to Section 14 at any time, in its sole discretion.

2.2 License to Use by Users who are States. Maximus hereby grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to access and use the System only for purposes of performing mental and behavioral health assessments in support of State and federal government-funded programs. Maximus also grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Maximus Materials for Your internal use only as related to the Intended Use. You agree that You are solely responsible for the content of Your Data and any other Documents or information you may post to the System and any consequences arising from such posting. Maximus reserves the right to suspend or terminate Your access and use pursuant to Section 14 at any time, in its sole discretion, including as permitted under any related agreement between Maximus and You and/or the relevant State client.

2.3 License to Use by Users who are Providers. Maximus hereby grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to access and use the System only for purposes of (i) performing mental and behavioral health assessments, (ii) tracking and management of any screened individuals, or (iii) providing referrals, and in any case on behalf of an active State client; provided that the extent of authorized use pursuant to the foregoing license will vary depending on the specific roles awarded to Maximus and You as the provider in the respective State program. You agree that You are solely responsible for the content of Your Data and any other Documents or information you may post to the System and any consequences arising from such posting. Maximus also grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Maximus Materials for Your internal use only as related to the Intended Use. Your use of the System and Maximus Materials is a privilege. Maximus reserves the right to suspend or terminate that privilege pursuant to Section 14 at any time, in its sole discretion.

2.4 License to Your Data. You hereby grant to Maximus and its affiliates a non-exclusive, royalty-free, perpetual license to use and have used any of Your Data, so that We may without restriction: (i) convert such information into digital format such that it can be read, utilized, processed, reproduced and displayed by the System; (ii) combine, process and store the information with Maximus Data, Documents or other information, data, content or materials obtained, provided or used by Maximus, in each case by any method or means or in any medium whether now known or hereafter devised; (iii) display, store, transmit, process and analyze Your Data in connection with any products and services that Maximus or its affiliates may render to You, and (iv) store, process, analyze, modify, supplement, amend and create derivative works from Your Data at an aggregate level basis, including, but not limited to, for use in developing and commercializing Maximus Data and other products and services of Maximus and/or its affiliates.

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## 3. Prohibited Conduct.

3.1 You agree: (i) not to upload or distribute in any way on or through the System any content or files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the System or another's networks or systems; (ii) not to interfere with, modify or disrupt the System or any networks or systems connected to the System in any way; (iii) not to use any device, software or routine or attempt to interfere with the proper functioning of the System or any features, functions or transactions being offered or enabled by the System; (iv) not to take any action that imposes an unreasonable or disproportionately large load on Maximus's network or systems; (v) not to use the System to collect or harvest personal information, including without limitation personal health information ("PHI") or personally identifiable information ("PII") about any individuals; (vi) not to impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity; (vii) not to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Maximus and its affiliates without Maximus's express prior written consent; (viii) not to use any meta tags or any other Content utilizing Maximus's name or trademarks without the express written consent of Maximus; (ix) not to reproduce or store any part of the System in any other application or website or include any part of the System in any public or private electronic retrieval system or service without Maximus's express prior written permission; and (x) not to misuse this System in any way (including, without limitation, by hacking or for anything other than the Intended Use).

3.2 You agree not to use the System, Services or Maximus Materials for illegal purposes, and to comply with all regulations, policies and procedures of networks and systems connected to the System. Without prejudice to the generality of the foregoing, You are prohibited from posting or transmitting to or from the System any material:

- (i) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- (ii) for which You have not obtained all necessary licenses, authorizations, permissions, consents and/or approvals;
- (iii) which constitutes or encourages conduct that would be considered a criminal offense, gives rise to civil liability, or otherwise is contrary to any laws or infringes the rights of any third party, in any country in the world; or
- (iv) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

3.3 You may not modify, reverse engineer, decompile or disassemble the System, or any Maximus Materials that are made available through the System, unless specifically permitted under this Agreement or under applicable law that cannot be varied by the agreement of the Parties.

4. Compliance with Laws. Maximus makes no representation that the System is appropriate or available for use in locations outside the United States, and accessing the System from territories where its Content is not permitted to be accessed, displayed or used is strictly prohibited. You are responsible

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for complying with all applicable laws and regulations of the United States and any other foreign authorities (including, but not limited to United States trade restriction laws, export laws or license requirements, laws regarding the transmittal, storage, processing or use of protected health information or personal data, and laws regarding the transmission of technical data exported from the United States) relating to any information, data, content, material, or download associated with Your use of the System including any Documents accessed thereby.

**5. Privacy and Security.** Maximus shall, consistent with industry practices, (i) establish and maintain reasonable and appropriate technical and organizational measures designed to protect against accidental damage or unauthorized access to, or destruction or loss of Your Data; and (ii) establish and maintain network and access security procedures, protocols, security gateways and firewalls with respect to the System. Maximus is not responsible for the security of Your Data, or any storage or transmissions of any kind, including while in transit over third party networks or facilities, except to the extent of any gross negligence or willful misconduct of Maximus or its affiliates.

**6. Intellectual Property Rights Generally.** The System, Services and the Maximus Materials and all right, title and interest in and to the System, Services and Maximus Materials are the sole property of Maximus or its licensors, and are protected by United States and/or foreign patent, copyright, trademark, trade secret and other laws. You further acknowledge and agree that Content and Documents and other information, data, content or materials presented to You through the System (other than Your Data), and the arrangement and compilation of the same, are the property of Maximus or its licensors and suppliers and are protected by copyrights, trademarks, service marks, or other proprietary rights and laws. Furthermore, except for the limited licenses expressly granted to You in this Agreement as stated herein, none of the System, Services or Maximus Material may be copied, reproduced, modified, licensed, resold or distributed, republished, downloaded, displayed, hosted, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, or used in any other way for public or commercial purpose, without the prior written permission of Maximus. Maximus does not grant any license or authorization to You or any User except for the limited licenses expressly granted to You in this Agreement as stated herein. You must retain all copyright, trademark, service mark and other proprietary notices contained on the Content or Maximus Materials on any authorized copy you make of the Content or Maximus Materials, and You shall not obscure or alter any such notices in any way.

**7. Trademarks.** The trademarks, trade names, service marks, indicia and logos and any associated goodwill (collectively, the "Trademarks") used and displayed on this System are registered and unregistered Trademarks of Maximus and others. Nothing should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on or through the System, Services or Maximus Materials, without the written permission of the Trademark owner.

**8. Monitoring.** You acknowledge that Maximus or its designees reserve the right to, and may from time to time, monitor any and all activity, data, content, materials or information transmitted, posted or received through the System including without limitation Your Data. Maximus, in its sole discretion and without further notice to You, may (but is not obligated to) review, censor or prohibit any activity or the transmission, posting or receipt of any information, data, content or materials which Maximus deems inappropriate (such as that specified in paragraph 3.2 above) or that violates any term or condition of this

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Agreement. During monitoring, information, data, content and materials may be examined, recorded, copied, and used for relevant and lawful business purposes. Use of the System, authorized or unauthorized, constitutes consent to such monitoring. Unauthorized uses and unauthorized users of the System, Services and/or Maximus Materials may be prosecuted to the full extent of the law.

9. **No Guarantee of Availability.** While Maximus endeavors to provide that the System is normally available twenty-four (24) hours a day, Maximus shall not be liable if for any reason the System is unavailable at any time or for any period. Access to the System may be suspended temporarily and without notice, such as in the case of system failure, maintenance or repair or for reasons beyond Ascend's reasonable control.

10. **DISCLAIMERS, NO WARRANTIES.** THE SYSTEM, SERVICES AND ALL MAXIMUS MATERIALS ARE PROVIDED ON AN "AS IS" BASIS FROM MAXIMUS AND ITS AFFILIATES, AND THEIR LICENSORS, SUPPLIERS OR PROVIDERS, AND MAXIMUS AND ITS AFFILIATES AND THEIR LICENSORS, SUPPLIERS OR PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THIS AGREEMENT, THEIR PERFORMANCE UNDER THIS AGREEMENT, THE MAXIMUS MATERIALS AVAILABLE ON THE SYSTEM, THE OPERATION OF THE SYSTEM, THE TRANSACTIONS PERFORMED ON THE SYSTEMS, OR ANY OTHER INFORMATION, DATA CONTENT, MATERIALS, SERVICES AND/OR PRODUCTS PROVIDED OR INCLUDED IN RELATION TO OR ACCESSIBLE THROUGH THE SYSTEM.

10.1 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EACH OF MAXIMUS AND ITS AFFILIATES AND THEIR LICENSORS, SUPPLIERS AND PROVIDERS DISCLAIM ALL WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT WHICH BUT FOR THIS LEGAL NOTICE MIGHT HAVE EFFECT IN RELATION TO THE SYSTEM, SERVICES OR MAXIMUS MATERIALS.

10.2 WITHOUT LIMITATION ON THE FOREGOING:

YOU ASSUME THE ENTIRE RISK OF USE OF YOUR DATA AND THE SYSTEM, SERVICES, MAXIMUS MATERIALS AND INFORMATION, DATA, CONTENT AND MATERIALS AVAILABLE ON THE SYSTEM. WITHOUT LIMITING THE FOREGOING, NONE OF MAXIMUS NOR ITS AFFILIATES NOR ANY OF THEIR LICENSORS, SUPPLIERS OR PROVIDERS MAKE ANY WARRANTY THAT: (I) THE SERVICES OFFERED IN RELATION TO THE SYSTEM WILL MEET YOUR REQUIREMENTS; OR (II) THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR WILL OPERATE ERROR-FREE OR THAT THE SYSTEM AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SYSTEM OR MAXIMUS MATERIALS RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT, SOFTWARE OR DATA, ASCEND IS NOT RESPONSIBLE FOR THOSE COSTS. MAXIMUS MAKES NO REPRESENTATIONS OR GUARANTEES REGARDING THE TRUTHFULNESS, ACCURACY, LEGALITY, COMPLETENESS OR RELIABILITY OF ANY OF YOUR DATA OR OTHER INFORMATION, DATA, CONTENTS OR MATERIALS POSTED BY USERS, OR OF ANY OTHER FORM OF COMMUNICATION ENGAGED IN BY USERS. DOCUMENTS MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU AGREE THAT ANY RELIANCE ON DOCUMENTS POSTED BY USERS, OR ON ANY OTHER FORM OF COMMUNICATION WITH USERS, WILL BE AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MAXIMUS OR THROUGH THE SYSTEM, SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

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11. MAXIMUS'S LIMITED LIABILITY. SUBJECT TO THE PROVISIONS OF THIS SECTION 11 – 11.3, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ASCEND AND ANY OF MAXIMUS'S AFFILIATES AND THEIR LICENSORS, SUPPLIERS AND PROVIDERS AND THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR AGENTS OF ANY OF THEM, EXCLUDE ALL LIABILITY AND RESPONSIBILITY FOR ANY AMOUNT OR KIND OF LOSS OR DAMAGE THAT MAY RESULT TO YOU OR A THIRD PARTY (INCLUDING WITHOUT LIMITATION, ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF BUSINESS, LOSS OF OR USE OF DATA, LOSS OF INCOME, PROFITS, SAVINGS (WHETHER OR NOT ULTIMATELY RULED TO BE DIRECT DAMAGES), GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION, AND WHETHER IN TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), CONTRACT OR OTHERWISE) IN CONNECTION WITH YOUR OR ANY USER'S ACCESS TO OR USE OF THE SYSTEM, SERVICES OR MAXIMUS MATERIALS IN ANY WAY OR IN CONNECTION WITH THE INABILITY TO USE OR THE RESULTS OF USE OF THE SYSTEM, SERVICES OR THE MAXIMUS MATERIALS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST YOU.

11.1 YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION BY YOU OR ON YOUR BEHALF ARISING OUT OF OR RELATED TO USE OF THE SYSTEM, SERVICES, MAXIMUS MATERIALS OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

11.2 BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU. IF ANY ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN MAXIMUS'S MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL BE LIMITED TO U.S. \$200.00 IN THE AGGREGATE.

11.3 IN NO EVENT SHALL ASCEND (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY PROVABLE DIRECT DAMAGES IN EXCESS OF U.S. \$200.00 IN THE AGGREGATE.

12. Account. When You register on the System, you will be asked to create an account and provide Maximus with certain information, including but not limited to, a valid email address ("User Information"). You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under Your password or account and all access using the credentials created by You will be deemed to be User access and use by You. You acknowledge and agree that You have no ownership rights in Your account.

12.1 You agree to (a) to immediately notify Maximus of any unauthorized access to Your password or account or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. Maximus cannot and will not be liable for any loss or damage arising from Your failure to comply with this paragraph 12. Maximus cannot and does not confirm that each User is who they claim to be, thus all use by anyone accessing the System via Your password or account will be attributed to You.

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12.2 All User information will be used in accordance with the terms of the Maximus Privacy Statement, which is located at <https://maximus.com/privacy-statement>. Please note, as set forth in the Privacy Notice, that Maximus may collect certain User Information and may contact Users periodically in accordance with the terms of the Privacy Notice. In addition, Maximus reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or requests from government entities, even to the extent that such compliance may require disclosure of certain User Information.

13. Indemnity. You shall indemnify, defend, and hold harmless Maximus and its affiliates and their licensors, suppliers and providers and their respective affiliates, shareholders, officers, directors, employees, representatives and agents, , from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) that they may sustain or incur arising from (i) Your use of the System, Services and Maximus Materials, (ii) Your failure to comply with any applicable laws and regulations (including without limitation those regarding the export of products or technology abroad) or to obtain any licenses or approvals from the appropriate government agencies necessary or related to Your use of the System, Services and Maixmus Materials, (iii) Your Data, and (iv) Your breach of this Agreement.

14. Termination; Effect of Termination. You agree that Maximus may, at its sole discretion, deny You access to the System, Services and Maximus Materials and disable any user name, account and password associated with You or any User in order to protect the System, or Maximus's business or legal interests, including, without limitation, if Maximus believes that You have violated or acted inconsistently with the letter or spirit of this Agreement or any applicable laws. Maximus reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the System or Services offered in connection with the System (or any part thereof) with or without notice. You agree that Ascend shall not be liable to You or to any third party for any modification, suspension or discontinuance of the System or Services. This Agreement will also immediately terminate upon the termination or expiration of any related agreement between Maximus and You and/or the relevant State client. Upon termination of this Agreement, all provisions of this Agreement shall survive termination except those granting access or use to the System, Services or Ascend Materials, and you shall cease all Your use and access thereof immediately; You shall have ten (10) business days to request return or destruction of Your Data, after which time You forfeit and assign all of Your rights, title and interest in Your data to Maximus and its affiliates.

15. Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

16. Beneficiaries of this Agreement. Other than any State client with whom Maximus has a contractual or other relationship, there are no third party beneficiaries to this Agreement. The covenants, undertakings and agreements set forth in this Agreement are solely for the benefit of and enforceable by the parties or their respective successors or permitted assigns.

17. Controlling Law; Venue. Maximus makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries, and such persons have no right to access or use the System. If you access the System



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from outside of the United States, you do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. This Agreement is governed by the internal substantive laws of the Commonwealth of Virginia, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this Agreement shall lie exclusively with the state or federal courts in the Commonwealth of Virginia.

18. **Assignment; Waiver.** You may not assign or transfer any of Your obligations under this Agreement, without the express prior written consent of Maximus. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

19. **Entire Agreement.** This Agreement will be expressly incorporated by reference in each and every agreement between You and Maximus pertaining to the Intended Use, and except for any separate license agreement for software, technology and/or content or any services agreement between Maximus and any State client, this Agreement supersedes any and all prior and existing agreements, whether oral or in writing, between You and Maximus with respect to the subject matter(s) addressed herein and constitutes the entire agreement between the Parties with respect thereto. Except for any separate license agreement for software, technology and/or content or any services agreement between Maximus and any State client, You acknowledge that neither Maximus nor anyone on Maximus's behalf has made any representations, inducements, promises or agreements, orally or otherwise, to You relating to the subjects addressed by this Agreement that are not embodied herein. This Agreement (as may be amended from time to time by Maximus), forms a binding agreement between You and Maximus. Your access to or use of the System, Services and/or Maximus Materials indicates Your acceptance of this Agreement. **IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS AND CONDITIONS OF ANY AGREEMENT BETWEEN MAXIMUS AND ANY STATE CLIENT, THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN MAXIMUS AND ANY STATE CLIENT SHALL CONTROL.**

20. **Rules regarding Posting, Conduct and Security.** In addition to the restrictions contained herein, the following rules apply to Your use of the System and/or the Services. This list of rules is not exhaustive and, as such, is not a complete list of all posting, conduct and security rules that shall govern Your use of the System and Services.

## 20.1 Posting Rules:

(a) You may not post any Document to the System that contains: (i) URLs or links to web sites to advertise Your company or web site; (ii) copyrighted material (unless you own the copyright or have the owner's permission to post the copyrighted material); (iii) trade secrets (unless you own them or have the owner's permission to post them); (iv) material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others; (v) keywords or white text keywords (including any words embedded in the Document and hidden from the User); or (vi) any information that is not true, accurate and complete.

(b) You may not use a Document(s) to: (i) impersonate another person, living or dead; or (ii) post false, inaccurate or misleading information, opinions or notices (commercial or otherwise) or chain letters.

## 20.2 Conduct Rules:

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- (a) You may not respond to postings by other Users in any manner or for any purpose other than that which is reasonable given the circumstances.
- (b) You will report inappropriate postings or conduct to Maxmius.
- (c) You may not delete, corrupt or revise any Maximus Material or any information, content, data or material posted by any other person or entity.

## 20.3 Security Rules (“Security Rules”):

(a) Users are prohibited from violating or attempting to violate the security of the System, including, without limitation: (i) accessing data not intended for such User or logging into a server or account which the User is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iii) sending unsolicited e-mail, including promotions and/or advertising of products or services; (iv) forging any TCP/IP packet header or any part of the header information; and (v) using any “page scrape,” “robot,” “spider,” or other automatic device, program, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the System or any information contained therein.

(b) Violation of these Security Rules may result in civil or criminal liability. Maximus will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.