END USER LICENSE AGREEMENT

This End User License Agreement (EULA) is a legal agreement between You (the "Licensee") and Benevate, LLC (the "Licensor" or "Benevate") regarding the use of Neighborly Software (defined below). By using Neighborly Software, Licensee agrees to be bound by the terms and conditions set forth in this EULA. If Licensee does not agree to the terms and conditions in this EULA, then Licensee may not access Neighborly Software. Please contact your local program administrator for information to determine if the jurisdiction offers alternative methods to apply for program(s).

1. Definitions.

a. "Confidential Information" means all information, oral or written, that either party discloses ("Discloser") to the other ("Recipient") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Licensees' Confidential Information includes its Data; Licensor Confidential Information includes but is not limited to services and content provided to the Licensee through access to Neighborly Software.

b. "Client" means the organization (i.e. governmental entity, non-profit, etc.) that purchased subscription access to Neighborly Software through a separate agreement with the Licensor.

c. "Data" means electronic data and information submitted by a Licensee through Neighborly Software or collected and processed by a Licensee using Neighborly Software.

d. "Licensee" refers to the types listed below:

i. "Subscription User" means those Licensees designated and authorized by the Client to use one of the purchased subscriptions to access Neighborly Software in accordance with a separate agreement between the Client and Licensor.

ii. "Applicant User" means those Licensees creating an account for the purposes of applying for a program through Neighborly Software, using his or her login credentials (email address and password), which may only be used by that single, named user.

iii. "General User" means all other Licensees, such as a contractor, subrecipient, or other user who has created an account at the direction of a Subscription User or Applicant User for a specific and limited purpose such as assisting on an application or uploading required documentation.

e. "Neighborly Software" means "the proprietary cloud-based software solution and web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the services provided by Licensor."

2. Licensee Certification and Responsibilities.

a. The Licensee acknowledges and certifies the following:

i. you are accessing Neighborly Software for a legitimate and lawful purpose;

ii. you are responsible for compliance with the terms of this EULA;

iii. you are responsible for the accuracy, quality, and legality of the Data and the means by which you acquire the Data;

iv. that at no time is it permissible for a Licensee to share his or her login credentials with another individual and that you will use reasonable efforts to prevent unauthorized access to or use of Neighborly Software and Data; and

v. that you will notify Licensor immediately if login information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other access information that may have occurred or is likely to occur.

3. Grant of License and Reservation of Rights.

a. Scope of License. Licensor grants Licensee access to Neighborly Software, subject to the Licensee type defined above as well as all terms of this EULA.

b. Reservation of Rights. Licensor shall own and retain all right, title, and interest in and to Neighborly Software, all improvements, enhancements, or modifications thereto; any software, applications, inventions, or other technology developed in connection with implementation of services or support; and all intellectual property rights related to any of the foregoing. No rights are granted to the Licensee hereunder other than those expressly set forth herein.

4. Limitations.

a. Copies, Reproduction, and Distribution. The Licensee is prohibited from making copies, reproducing, and/or distributing Neighborly Software and any content (excluding Data) or service therein without written consent from the Licensor.

b. Usage Restrictions. Licensee will not, directly, or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the services or any software, documentation, or data related to the services; (ii) modify, translate, or create derivative works based on the services or Neighborly Software; (iii) use Neighborly Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) interfere with or disrupt the integrity or performance of Neighborly Software; (v) attempt to gain unauthorized access to any service or content within Neighborly Software or its related systems or networks; (vii) copy a service or any part, feature, function or user interface thereof; nor access any service or content in order to build a competitive product or software.

5. Protection of Confidential Information.

a. Protection of Data. Licensor has adopted appropriate data collection, storage and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your personal information, username, password, transaction information, and data stored using Neighborly Software. Access to your data on Neighborly Software is password-protected, and data is protected by SSL encryption. See our Privacy and Consent Policy for more information.

b. Use of Data by Subscription Users. All Data is technically owned by the Client that has entered into an Agreement with the Licensor. All Data is available to authorized Subscription Users to qualify and process your application for services as well as to generally administer programs.

c. License by Applicant User to Licensor. Applicant User is granting permission to Licensor to collect and store Data through Neighborly Software on behalf of the Client. Further, you are granting Licensor permission to (i) use such information and data to improve and enhance its system and/or (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. For more information, please see Benevate's Data Privacy and Consent Policy.

6. SMS Terms and Conditions.

Business Name: Benevate, LLC
Text Program Name: Neighborly Software Text Notification
Number Used for Program: +18442302521

a. Overview. The Neighborly Software Text Notification Program ("Neighborly Text Program") will be utilized by the Client to send you updates regarding your application, case status, or other notifications related to your application for assistance.

b. Opt-In/Out instructions. Users that have not indicated their SMS preferences will be prompted to opt-in or out from the dashboard when they log in. All users will be able to opt-in or out from the 'My profile' screen at any time. Users that have opted to receive SMS messages can opt-out at any time by texting 'STOP' to 1-844-230-2521.

c. Message Type. The Neighborly Text Program will be used by the Client to update you on the status of your application, case status, or other notifications related to your application for assistance. The Neighborly Text Program will not be used for sales or marketing purposes. If you receive a text message through the Neighborly Text Program that is not for the stated purpose, please notify Neighborly Software by sending an email to support@neighborlysoftware.com. Please include a screenshot of the text message in the email. Benevate reserves the right to utilize the Neighborly Text Program to provide urgent/emergency updates to Users regarding the system.

d. Messaging Frequency. Messaging frequency will vary based on the preferences specified by the Client. For more information on messaging frequency, applicants must contact the local jurisdiction administering the program for which they are applying.

e. Additional Information as listed below:

The Neighborly Text Program supports all valid US and Canada wireless carriers.

Standard message and data rates apply.

Privacy and Consent Policy

Contact Information

7. Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEIGHBORLY SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF NEIGHBORLY SOFTWARE AND SERVICES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO LICENSEE IN CONNECTION WITH THE PROVISION OF NEIGHBORLY SOFTWARE AND SERVICES.

8. Limitation of Liability.

TO THE EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE ANY LOSS OF PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT, OR INDIRECT DAMAGE, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. Miscellaneous.

a. Non-Transferable. Licenses are non-transferable without prior written consent of Licensor.

b. Jurisdiction. To the extent permitted by law, this EULA shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Delaware, without regard to conflicts of law provisions thereof.

c. Waivers. No waiver of any provision of this EULA or consent to any action shall constitute a waiver of any other provision of this EULA or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to provide a future waiver.

d. Severability. If any provision of this EULA is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this EULA will otherwise remain in full force and effect and enforceable.

e. Entire Agreement. This EULA constitutes the entire agreement between Licensor and Licensee (except for agreements made directly between Licensor and Client(s) and Benevate's Data Privacy and Consent Policy) and supersedes all prior understandings of Licensor and Licensee, including any prior representation, statement, condition, or warranty with respect to the subject matter of this EULA.

10. Updates.

Benevate reserves the right to update this EULA periodically and without prior notice to you. We will post a notice on the Neighborly Software portal that points to this EULA to notify you of any substantive changes. Any changes will become effective upon posting of the revised EULA on the portal. We will indicate at the bottom of this EULA when it was last updated.