

GovWell Order Form

This Order Form, dated as of the Effective Date, is entered into by and between GovWell Technologies Inc. (“GovWell”) and the customer identified below (“Customer”), and is subject to the Terms of Service (as defined below), which are incorporated by reference herein.

Customer: City of Casa Grande, AZ	Effective Date:
Customer Contact: Dominic Blake	Contact Email: dominic_Blake@casagrandeaz.gov
Contact Phone: (520) 421-8600 x2292	Billing Contact: Carahsoft
Billing Email: govwell@carahsoft.com	Carahsoft Quote #: 62805649

1. SOFTWARE MODULES AND SERVICES.

The table below outlines the GovWell software modules and services included in Customer’s purchase:

Software Module	Description	Annual Subscription Fee	Data Migration Services	Deployment Services & Data Migration Fees
Building Permits & Inspections	Manage building permits, inspections, plan review, and certificates of occupancy for vertical construction. Does not include site development, engineering permits, or contractor licensing.	\$135,638.30	Data + Files	\$95,877.54
Contractor Registration	Manage contractor registrations/licenses and renewals for contractors seeking to pull building permits. Tracks insurance verification and license status.		None	
Planning & Zoning	Manage discretionary land use applications requiring staff review or public hearings. Does not include building permits or engineering permits.		Data + Files	
Code Enforcement	Manage code enforcement cases for property maintenance, nuisance, and zoning violations. Does not include lien tracking, parking tickets or rental registration programs.		Data + Files	
Business Licenses	Manage business licenses and collect revenue for the right to operate within the jurisdiction. Covers general business registration and annual renewals. Does not include contractor licenses, liquor licenses, cannabis licenses or health permits.		Data Only	
Fire Inspections	Manage recurring fire safety inspections and fire code compliance for commercial buildings. Does not include fire protection system installation permits or building permits.		Data Only	
Public Works Permits	Manage right-of-way permits for work in public streets, including street cuts, utility excavation, driveway approaches, and temporary street closures. Does not include building permits, engineering site development, or land disturbance permits.		Data Only	
AI Community Assistant	Provide 24/7 support to your community in 80+ languages.	Free up to 100 questions /	N/A	

		month ¹		
TOTALS		\$135,638.30		\$95,877.54
TO BE INVOICED BY CARAHSOFT				

2. SCOPE OF WORK.

By signing this Order Form, the Customer agrees to the Scope of Work (“SOW”) attached as Exhibit A. The SOW outlines the specific services GovWell will provide, as well as the responsibilities of the Customer with respect to Deployment Services, Data Migration Services, Continuous Deployment Services, and Product Support. The Customer acknowledges that GovWell’s obligations are limited to the hours and scope defined in the table below. Any services requested beyond these limits may incur additional fees, as described in the SOW.

Item	Quantity / Scope
Deployment Services	148 hours, conducted via Zoom, with one (1) onsite visit at a mutually agreeable time during implementation/training.
Data Migration Services	129 hours
Staff Training	Eighteen (18) 60-minute sessions conducted via Zoom
Continuous Deployment Services	40 hours / year
Product Support	Included for free.

3. INITIAL TERM

Three (3) years, beginning on the Effective Date.

4. SUMMARY OF FEES AND TERMS

Item	Description
Deployment & Data Migration Services Fees (one-time)	\$95,877.54
Annual Subscription Fees	\$135,638.30
Total Year 1 Cost	\$231,515.84
Annual Uplift	5% (not applicable during initial term)
Initial Term Invoice Schedule	Annual, invoiced on Effective Date. Invoice schedule: <ul style="list-style-type: none"> • \$231,515.84, invoiced on Effective Date • \$135,638.30, invoiced on anniversary of Effective Date 2027 • \$135,638.30, invoiced on anniversary of Effective Date 2028
Renewal Procedure	Automatic 1 year renewal term, unless 30 days notice provided prior to renewal date

¹If you exceed 100 questions per month, we’ll notify you so you can choose to upgrade based on your usage or discontinue use of the Community Assistant. We will never bill you without your consent.

5. TERMS OF SERVICE.

The parties expressly acknowledge and agree that this Order Form, any appendices attached, and any amendments hereto signed by the parties, is subject to and conditioned upon Customer’s agreement to the Terms of Service located at <https://www.govwell.com/terms> (as amended from time to time, the “**Terms of Service**”). By signing below, Customer expressly acknowledges and agrees that it has reviewed the Terms of Service and agrees to be bound thereby. In the event of any inconsistency or conflict between the terms of this Order Form and the Terms of Service, the terms of this Order Form shall take precedence and govern solely with respect to the specific services, fees, and terms outlined herein, unless otherwise stated in the Terms of Service. All other provisions of the Terms of Service shall remain in full force and effect. Customer further acknowledges and agrees that by signing below, the person signing this Order Form has the authority to execute this Order Form on behalf of Customer. This Order Form may not be amended or modified, except in a writing signed by both Customer and GovWell.

6. USE OF CUSTOMER DATA FOR PRODUCT IMPROVEMENT

GovWell will not use Customer's data to train any general-purpose artificial intelligence or machine learning models, nor will Customer's data be shared with third parties for that purpose. GovWell may, however, use Customer data in aggregated, de-identified form to analyze platform usage, identify patterns, and make improvements to the GovWell software. Any such use will not identify or be attributable to Customer, and will be used solely to improve the functionality, performance, and reliability of the GovWell platform for all customers.

AGREED AND ACCEPTED on behalf of the parties by their duly authorized representatives as of the Order Form Effective Date.

CUSTOMER: City of Casa Grande, AZ

GOVWELL TECHNOLOGIES INC.:

By (Signature):

By (Signature):

Name (Printed):

Name (Printed): Troy LeCaire

Title:

Title: CEO

Date signed:

Date signed:

Attest:

Adriana Carpio-Solis, City Clerk

Approved as to form:

Brett Wallace, City Attorney

Exhibit A: Scope of Work

Deployment Services, Data Migration Services, & Ongoing Support

This Scope of Work (“SOW”) outlines the services to be provided by GovWell in connection with the implementation of its software platform for the Customer, as well as the ongoing support and maintenance services that follow. It also defines the responsibilities of both the Customer and GovWell to ensure a smooth and effective onboarding experience and continued successful use of the platform. This SOW is incorporated into and governed by the terms of the applicable Order Form.

1. Deployment Services

GovWell and the Customer will collaborate to deploy the GovWell software platform for the Customer’s use. A dedicated GovWell Deployment Strategist will be assigned to the Customer to coordinate the deployment process and manage the activities necessary to ensure successful go-live of the platform (the “Deployment Services”).

1.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully deploy the GovWell platform.

- **Regular meetings with GovWell Deployment Strategist.** Mutual consultations between Customer and the GovWell Deployment Strategist will be conducted via Zoom to define and document Customer’s goals, timelines, and workflows; demonstrate deployment progress; and gather and incorporate Customer feedback throughout the deployment process.
- **System configuration.** GovWell will configure the software to reasonably align with the Customer’s expressed needs, including setup of the online portal, relevant modules, workflows, forms, document templates, fee structures, inspection settings, user roles and permissions, and other applicable system components. While every effort will be made to reflect the Customer’s requirements, configurations will be based on a commercially reasonable interpretation of those needs within the capabilities of the platform.
- **Staff training.** GovWell to conduct virtual training sessions for Customer staff via Zoom. Training sessions are limited to the quantity and duration specified in the Order Form. GovWell will also provide a library of digital training materials and guides, including video demonstrations of key functionality.
- **Integration with Geographic Information System (GIS).** GovWell will reach out to the Customer’s designated GIS contact to initiate integration efforts. The Customer is responsible for providing accurate contact information, facilitating introductions, and ensuring their GIS team provides all necessary data in a timely manner. GovWell’s ability to integrate is directly dependent on the completeness and responsiveness of the information shared by the Customer’s GIS team. Timely access and communication are essential to ensure a smooth integration.
- **Configuration of online payment processing through GovWell.** The Customer is responsible for completing all onboarding forms required by GovWell’s integrated payment processor, Finix. GovWell does not support the use of alternative payment processors.

1.2 Timeline

GovWell is committed to bringing the Customer live as quickly as possible and will make commercially reasonable efforts to do so. While the deployment timeline will be discussed and generally targeted during the deployment kickoff meeting, the inherently variable nature of deployment processes means that no specific timeline is guaranteed. GovWell is not responsible for delays resulting from incomplete or inaccurate inputs, delayed responses, or changes in the availability of key Customer personnel, including due to vacations, leave, or other time off.

1.3 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is necessary to achieve a smooth and effective deployment. Customer responsibilities include, but are not limited to:

- Assign a primary point of contact for each software module to coordinate deployment activities.
- Participate in scheduled virtual meetings with the GovWell Deployment Strategist.
- Submit all requested information and materials in the required formats and within specified timeframes.
- Review and test configurations, provide feedback and approvals to GovWell promptly.
- Complete all onboarding forms required by GovWell's integrated payment processor, Finix (GovWell does not support alternative payment processors).
- Facilitate an introduction to a point of contact responsible for GIS.

1.4 Exclusions & Terms

- Deployment Services do not include custom application development or third-party integrations (other than the ones specified in Section 1.1 (Scope)).
 - Additional Deployment Services beyond the initial scope may be subject to additional fees specified in section 4 of this SOW.
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2. Data Migration Services

GovWell and the Customer will collaborate to migrate the Customer's data into the GovWell software platform for the modules specified in the Order Form. A dedicated GovWell Data Expert will be assigned to coordinate the data migration process and manage the activities necessary to prepare the Customer's data for use within the platform (the "Data Migration Services").

2.1 Scope

The following outlines the services and responsibilities included within the scope of this engagement. These items define the core activities that GovWell and the Customer will undertake to successfully migrate data into GovWell.

- Review and consultation with a GovWell Data Expert to determine project goals, which legacy data is relevant for migration, and appropriate mappings from into GovWell database model.

- Preparation of a written data migration plan for Customer approval.
- One-time import of structured tabular data into GovWell.

2.2 Customer Responsibilities

Customer acknowledges that active, timely participation from Customer is required to achieve a smooth and effective data migration. Customer responsibilities include, but are not limited to:

- **Primary point of contact.** Assign a primary point of contact to coordinate data migration activities in collaboration with GovWell representatives.
- **Data extraction and transfer.** Customer will extract or export source data from legacy systems and transfer to GovWell in structured file formats (e.g., CSV, Excel). GovWell requires two main exports: one export for analysis and planning, and a final export immediately prior to migration. If files are included in the Order Form, Customer will extract and transfer files and attachments to GovWell via SSH File Transfer Protocol or Secure File Transfer Protocol (SFTP). If Customer cannot export source data independently, Customer will be solely responsible for coordinating with their current software vendor to obtain the necessary data.
- **Meeting participation.** Participate in scheduled virtual meetings with a GovWell Data Expert to consult on project goals, answer questions, and facilitate the mapping of source data to the GovWell data model.
- **Migration Plan Approval.** The Customer is responsible for carefully reviewing the written data migration plan and must digitally approve it prior to execution. By approving the plan, the Customer acknowledges that the accuracy, completeness, and alignment of the migration with their expectations are their sole responsibility. GovWell is not liable for any errors, omissions, or outcomes resulting from decisions made or information provided by the Customer. In the event of adverse consequences arising from the approved plan, GovWell will make commercially reasonable efforts to remediate the issue; however, additional costs may apply.
- **Complete migration tasks.** GovWell will make reasonable efforts to place migrated records in the appropriate steps within workflows and minimize the work required by Customer. However, limitations in the source data—such as missing or incompatible information—may prevent certain records from being automatically mapped into the current workflows. In these cases, Customers may be responsible for manually moving records to the correct workflow steps, validating data accuracy, and relocating attachments as needed.

2.3 Exclusions & Terms

In connection with GovWell’s standard data migration services, the following are not in scope:

- Verification of source data accuracy, completeness, or quality.
- Data cleaning or validation of source data (e.g., spelling corrections, field splitting, schema mismatch resolution).
- Digitization of physical documents.
- Transforming scanned or handwritten documents into structured data.

- Imports of data that lack sufficient detail to generate a complete and usable entity in GovWell, such as a permit without a permit number or an inspection without a date of completion.
- Training sessions for Customer residents or the public.
- Additional Deployment Services beyond the scope may be subject to additional fees specified in section 4 of this SOW.

2.4 Timelines

GovWell is committed to making the data migration process as smooth and efficient as possible and will make commercially reasonable efforts to support Customer throughout. While timelines will be established and generally targeted during the deployment kickoff meeting, the complexity and variability of data migration means that no specific timeline or outcome can be guaranteed. GovWell is not responsible for delays or limitations resulting from incomplete, inconsistent, or improperly formatted source data, lack of access to required systems, or delays in Customer responses or availability—including due to vacations, leave, or other time off taken by key Customer personnel. This also includes situations where third-party vendors fail to provide data in a timely manner or where the Customer provides critical data, such as large files or datasets, at the last minute (e.g., under 5 days before the scheduled migration). Such circumstances can impact the migration timeline and overall project success, and any resulting delays or additional costs will not be the responsibility of GovWell.

To maintain the integrity and accuracy of the data migration, all configuration changes must be completed prior to the migration process. Because many configuration changes commonly occur after go-live as the platform is fine-tuned to meet the Customer's needs (e.g. modifying the process for a Solar Panel permit or adding required inspections for an Electrical permit), GovWell schedules data migration to take place only after the platform has gone live with the finalized configuration. Performing data migration before finalizing these changes risks data inconsistencies and errors, which can lead to significant additional work and may result in additional fees. This approach helps ensure a clean, reliable migration and a stable platform for ongoing use.

There will be a minimum of five (5) business days between GovWell's receipt of final data and the point at which that data will be accessible and usable within the GovWell system.

Longer timeframes may result from:

- Incomplete or incorrect file formatting.
- Customer-requested changes to migration plan or platform configuration.
- Transfer issues or SFTP protocol delays.

2.5 Limitations

Customer acknowledges that GovWell is not responsible for the quality, completeness, or accuracy of the source data provided for migration. The quality of the source data can directly impact the quality of the data as it appears and functions within the GovWell platform. Data migrations are inherently imperfect, and not all data or structures from legacy systems can be mapped precisely to the new environment. While GovWell will make commercially reasonable efforts to ensure a successful and functional migration, some migrated records may not process as expected. This may include data appearing differently than in the original system, missing or partially mapped fields, or workflows and automations not functioning as intended.

2.6 Post-Migration Support and Customer Responsibilities

Customer is responsible for carefully reviewing the migration plan to ensure it aligns with their expectations and digitally signing prior to execution. Any data not listed in the migration plan will not be migrated by GovWell. Following the completion of the data migration, GovWell is committed to supporting Customer in addressing issues that may arise, including assisting with reasonable data adjustments if certain records did not migrate as intended. GovWell will make good faith efforts to resolve issues resulting from errors or discrepancies within the scope of the approved plan. Any post-migration adjustments must be scheduled in advance and are subject to GovWell's availability. Significant or time-intensive requests may incur additional charges, as outlined in section 4 of the SOW.

2.7 Service Hours

Data migration service hours are limited to the number of hours specified in the applicable Order Form. These hours cover all activities related to the data migration process, including planning, execution, validation, issue resolution, and consultations. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in section 4 of this SOW.

2.8 Data Security

- If data that Customer intends to migrate contains Sensitive Personally Identifiable Information (SPII), Customer must notify GovWell in advance of sharing the data. SPII includes, but is not limited to, Social Security Numbers, Federal Tax Identification Numbers, Employer Identification Numbers, and other sensitive personal or organizational identifiers,
- All SPII must be transferred via GovWell's secure SFTP channel.
- GovWell is not responsible for data exposure resulting from insecure transmission methods (e.g., email).

3. Continuous Deployment & Product Support Services

GovWell will collaborate with the Customer to provide ongoing support and ensure the GovWell software platform continues to meet Customer's needs following deployment. A new GovWell Deployment Strategist will be assigned after go-live to coordinate support activities and manage the services necessary to ensure the continued successful use and optimization of the platform. In addition to this service, GovWell also offers regular product support channels to address general inquiries, technical issues, and troubleshooting needs.

3.1 Overview

Following the initial deployment, GovWell will provide ongoing support to help the Customer maintain effective use of the platform. This includes two types of services: (1) Continuous Deployment Services: for configuration changes, training, and strategic guidance, and (2) Product Support: for general inquiries, technical support and issue resolution. GovWell may adjust the nature and frequency of these support activities over time based on the Customer's usage of the platform and evolving needs.

3.2 Scope

Requests involving configuration changes, consultations, or training sessions may count against the Customer's allotted Continuous Deployment Services hours as outlined in the Order Form. Technical support inquiries—such as those related to login issues, bug reports, or basic troubleshooting—are not counted against service hours and are addressed through GovWell's regular support channels.

All major service requests submitted through any channel—regardless of whether routed through Deployment Strategists or general support—will be assessed for inclusion in Deployment Services hours. Any services requested beyond the allotted hours may be subject to additional fees, as outlined in Section 4 of this SOW. GovWell will notify Customer in advance of reaching their service hour limit.

The following activities are included in Continuous Deployment Services:

- Configuration changes: Any updates to settings, record types, workflows, fields, templates, etc.
- Consultations: Strategic guidance, best practices, and process mapping.
- Training sessions: Live or recorded training for new staff, refresher sessions, or training on specific modules or features.
- Other service-related tasks: Any request that requires a GovWell team member to perform work beyond a basic fix or answer—for example, correcting misentered data, adjusting a process flow, or preparing a custom report.

The following are not included in Continuous Deployment Services, and are covered by Product Support:

- Bug reports and resolution.
- Login/access issues.
- Basic troubleshooting and how-to questions (e.g., "How do I export a report?").

4. Out-of-Scope Services & Hourly Rates

GovWell is committed to delivering successful Deployment, Data Migration, Continuous Deployment, and Product Support services within the scope and hours outlined in the Order Form. GovWell understands that needs may evolve and additional work may sometimes be necessary to ensure a smooth experience. If the required effort exceeds the included hours or scope, GovWell will communicate with the Customer before proceeding. Any work beyond the agreed scope will only move forward with mutual consent and may be billed at GovWell's standard rates as a last resort.

- Deployment Services: \$150 per hour
- Data Migration Services: \$200 per hour
- Continuous Deployment Services: \$150 per hour

Addendum

E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, GovWell and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). GovWell's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. GovWell agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of GovWell and its subcontractors who work on the Agreement to ensure that GovWell and its subcontractors are complying with the above-mentioned warranty. GovWell and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. GovWell and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Cancellation for Conflict of Interest. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

Compliance with A.R.S. 35-393 and 35-393.01. GovWell acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, GovWell acknowledges that it has signed a written certification, which is attached hereto as Addendum A-1 and incorporated herein, to that effect.

Compliance with A.R.S. §35-394

A. GovWell acknowledges and agrees, through the signed written certification attached hereto as Addendum A-2 and incorporated herein, that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, subconsultants, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

B. If a company that has provided a written certification pursuant to Subsection A of this section becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the public entity within five business days after becoming aware of the noncompliance. If the company does not provide the public entity with a written certification that the company has remedied the noncompliance within one hundred eighty days after notifying the public entity of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

Future Non-Allocation of Funds.

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies. The City agrees that non-appropriation shall not be used as a substitute for termination for convenience, and that this Agreement may not be replaced with functionally similar products or services prior to the expiration of the Term set forth herein.

For the avoidance of doubt, the City shall use reasonable and good faith efforts to obtain and include in its annual budget appropriations sufficient to satisfy its payment obligations for each fiscal year during the Term of this Agreement.

ADDENDUM A-1 – A.R.S §35-393 and 35-393.01 CERTIFICATION

Definitions contained in A.R.S. 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

By signing this Certification I am acknowledging that my company does not participate in, and agrees not to participate in during the term of this contract, a boycott of Israel in accordance with A.R.S. §35-393.01.

By submitting this response, GovWell agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

GovWell Technologies Inc.
Company Name

Signature of Person Authorized to Sign

Troy LeCaire
Printed Name of Signatory

CEO
Title of Signatory

ADDENDUM A-2 – A.R.S. §35-394 CERTIFICATION

Definitions contained in A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned Subsidiary, parent company or affiliate, that engages in for-profit Activity and that has ten or more full-time employees.
2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

By signing this certification, GovWell acknowledges and agrees that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, subconsultants, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By submitting this response, GovWell agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

GovWell Technologies Inc.
Company Name

Signature of Person Authorized to Sign

Troy LeCaire
Printed Name of Signatory

CEO
Title of Signatory