Schedule A-1 (Statement of Services)

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STATEMENT OF SERVICES ("SOS")
for
Client – Mendocino County Environmental Health
Services – Document Backfile Scanning

Client	Contractor
John Haschak	Van Real
Printed Name	**Printed Name**
Chair, Mendocino County Board of Supervisors	VP/GM Northern California
Printed Title	**Printed Title**
John Haschak	Signed by: *Van Real* — 41084B0E740B4DE...
Signature (Authorized Client)	**Signature (Authorized Contractor)**
05/20/2025	4/30/2025
Date	**Date**

This Statement of Services ("SOS") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor"), and Mendocino County Planning and Building located at **860 N. BUSH ST., Ukiah, CA 95482** (the "Client").

This SOS describes the project and details the services and deliverables (hereinafter collectively known as "Project Services") associated with the **Document Backfile Scanning** project (the "Project").

Project Services shall be provided pursuant to the "Project Contract" which consists of (i) this SOS together with (ii) the Master Software and Services Agreement ("MSSA") **MSSA Mendocino County** between Contractor and its Client (the "Services Agreement"). This SOS is subject and subordinate to the MSSA. To the extent the terms and conditions of the Services Agreement and SOS conflict, the SOS shall prevail.

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1. Project Contacts

Contractor Office Details	
Contractor Region	TBS-West-NORTHERN CALIFORNIA
Address Line1	2300 Clayton Avenue
Address Line 2	Suite 540
City, State, ZIP City, State. ZIP	Concord, Ca
Phone Number	
Fax Number	
Contractor Sales Rep. Name	John Schneider
Contractor Consultant Name	
Contractor Analyst Name	
Client Number	
Contract Number	
Contractor SOW Number	GRM-69081

Client Details		
Client Name	Mendocino County Environmental Health	
Client Contact Person	Marlayna Duly	
Client Address Line-1	860 N. Bush St.	
Client Address Line-2		
City, State, ZIP	Ukiah, CA 95482	
Telephone #:	(707) 234 6625	Ext:
Fax Number:	(707) 463 4038	
Email Address:	bourbonm@mendocino.gov	
Client Number:		
Contract Number:		

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2. Introduction

Client's acceptance of this SOS shall be authorization for Contractor's performance of the Project Services set forth in this SOS. Contractor reserves the right to utilize subContractors and sub-subContractors (collectively known as "Sub-Contractors") in performance of the Project Services. Contractor represents that all its Sub-Contractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; and (iii) will comply with all terms and conditions applicable to Contractor in the performance of the Project Services.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Client; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOS to detail the scope of Project Services and costs for the Project Services. The costs stated were derived by drawing from Contractor's experience with similar engagements and using preliminary information received from Client.

3. Project Objective

Based on the agreed upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:

SaaS

4. SOS Addendums

The SOS Addenda are supplementary documents that detail the specific deliverables and responsibilities by party. The relevant addendum is predicated upon whether your solution is a cloud solution, non-cloud solution, or mix of both. The SOS Addenda describe the Project Deliverables, Client and Contractor Responsibilities, Professional Services and Licensing Fees, Project Plan, Support Escalation Process, Pricing Schedule, Business Requirements, Functional Design, Change Order Authorization, and Solution Delivery and Acceptance.

A checkmark incorporates the referenced document into this agreement.

☒ Statement of Services - Addendum A (Cloud Solution).

☐ Statement of Services - Addendum B (On-Premises Solution).

☐ Statement of Services - Addendum C (Hybrid Solution).

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Project Deliverable(s)

Based on the agreed upon business requirements, Contractor will provide the following:

- Solution Design (Develop Document Indexing Criteria).
- Inform the Client personnel on documents Pickup and Return requirements.
- This Statement of Service (SOS).
- Q/A SaaS portal Activation and Configuration.
- User access for Q/A SaaS portal access.
    - (3) users included.
- User Login credentials for Q/A SaaS portal access
- Professional Services as defined in the SOS.
- User Acceptance Testing Recommendations.

NOTE: For the on-premises components of the deployed solution, it is the responsibility of the Client to meet the minimum installation pre-requisites provided to them prior to the installation of the software.

5. Services

Contractor will provide the following services:

- Consult with Customer personnel to implement Scanning need(s)
- Consult the Customer personnel on the index criteria
- Inform the Customer personnel on scanning requirements
- Inform the Customer personnel on shipping requirements
- Assist Customer IT personnel User Access as needed
- Access to the Visual Vault SaaS portal for image Q/A processing
- Training
    - Train End-User to use the Visual Vault SaaS portal

5.1. Document Scanning Services Details

- Approximately **[400]** boxes need to be picked up, scanned and returned to/from Customer located at [3 locations – Ukiah / Ft. Bragg-addresses coming]
- The estimated total of **[880,000]** images, mostly single-sided ([15%] duplex double-sided), will be prepped, scanned, and indexed. Land Use = 200 boxes – heavy prep; Consumer Protection = 100 boxes – standard prep; Solid Waste = 100 boxes – standard prep. Each will have its own unique index values. Each group is estimated at 40 keystrokes/file.
- Land Use has mixed sizes & color from less than 8.5" x 11" to 11" x 17" or larger. Estimate 5% oversized & 100% color.
- The material will be transported to GRM in a secured vehicle.
- Once at GRM, the counts are validated for confirmation
    - GRM will apply a unique barcode number to each box
    - Barcodes will be scanned/wanded into the inventory database and confirmed
- At each handling point, the box will be scanned to know exactly where and what stage it is in the process.
- GRM will scan the images at 400 DPI-COLOR, Oversized, PDF.

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Project Terms:

Unless otherwise stated and agreed-upon in advance of project commencement, all documents scanning included in this SOS and access to the cloud portal will be completed within twelve months of boxes received at the Contractor's operations center.

At the end of the twelve-month period, access to the cloud portal and digital documents renewal is required. In addition, any boxes contracted within this SOS that have not been delivered to the Contractor's scan center will require a Change Order to be processed as the original SOS will have expired. Renewal of cloud portal access and scanning of boxes not received at the scanning center within twelve months will incur additional charges processed via a new SOS, or a Change Order.

Overage Fees:

Project Overage Fees are applied to all scanning services in excess of quoted volumes and documents within this SOS. Client acknowledges and agrees to be billed for and pay the applicable services fees associated with these additional services. A Change Order will be utilized to process the overage fees.

Contractor will only bill for the actual number of images scanned and the services associated with the project as defined in this SOS.

5.1 Services

Project Description [Provide Operational Details of Project]	
1	**Scope of Project**
	Contractor will provide Customers with a Document Imaging service that will convert paper files into digital format.
2	**Preparation**
	GRM will get the paper documents "scanner ready" by performing the required tasks as follows: ✓ Pulling staples ✓ Taping any torn pages ✓ Unfolding any folded pages
3	**File Organization**
	PDF's will be stored into a Folder by box number.
4	**Scanning**
	Oversized images will be scanned in color and captured at 400 DPI in PDF format.
5	**Quality Control**
	Contractor will inspect each image of each electronic batch for image quality from our dedicated quality control workstation. Each image that is sub-par quality will be earmarked for rescanning. Any indices that are incorrect will be corrected.
6	**Project Deliverables**
	Contractor will provide document preparation, scanning, and if requested, uploading of the files to meet the import requirements for the Customer's application. Pricing on this is included below.
7	**Document Volume**
	Approximately [400] boxes. It is estimated that there are about [880,000] images
8	**Indexing**
	Index by [3 field per each group: Land Use-Consumer Protection-Solid Waste]

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9	**Output Format**
	Output format will be Color, will be 400 DPI PDF
10	**Secure Destruction**
	• N/A – Client requests return of documents upon project completion.
11	**Pricing**
	The Price Schedule is provided below.
12	**Schedule**
	Documents and boxes Pickup will begin at a mutually agreed-upon time between Contractor and Customer.

Scanning Output Specifications

Source Files	Output Format	Resolution	OCR	Output Color	Number of index fields	Customer Providing Data Lookup File
☒ Paper	☒ PDF	☐ 200 DPI	☐ Yes	☐ Black/White	Three fields each doc type	☐ Yes
☐ Film	☐ TIFF	☐ 300 DPI	☒ No	☒ Color		☒ No
	☐ JPG	☒ Other				

Production Notes

> Contractor will apply a unique barcode number to each box
>
> Barcodes will be scanned/wanded into inventory database and confirmed.

Post Conversion Instructions

Boxes	Delivery Method	Additional Instructions
☐ Transfer to Storage	☐ Upload To VisualVault	Toshiba requests image file & csv index file.
☒ Return to Customer	☒ Upload To SFTP	
☐ Destroy	☐ Encrypted Portable Media	
☐ Other - TBD		

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Client Initials

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6. Project Milestones

Notes:

1. The milestones table below is intended as a sample.
2. Milestone timeline is dependent on and assumes resource availability for meetings, shipments, and quality assurance processing.

Key Milestones	Milestone Date
'Document Backfile Scanning' Project	
1. Initiation and planning complete	5/6/2025
2. SaaS portal configuration complete	Contract signing + 10 days
3. Box-1 Scanning Complete	Contract signing + 15 days
4. Training complete	Milestone 3 + 1 days
5. Customer QA of Box-1 complete	Milestone 3 + 10 days
6. Box-1 Customer Acceptance Signoff complete	Milestone 3 + 11 days
7. Remaining Boxes Scan complete	Milestone 5 + 45 days
8. Customer QA of Remaining Boxes complete	Milestone 7 + (up to 60 days for Q/A or less)
9. Project Acceptance and Signoff complete	Milestone 8 + 2 days
10. Project Execution complete	Milestone 9 + 2 days

7. Progress Billing

During this project, Contractor will request that Client acknowledge completion and acceptance of the monthly services related for the Document Backfile Scanning project. An invoice will be submitted to the Client, and Client agrees to pay for the services delivered for the month mentioned in the invoice. Client agrees to pay for the invoice within 15 days of receipt of invoice in accordance with the Completion Criteria in this SOS.

8. Completion Criteria

When the services detailed in this SOS have been completed and demonstrated, the project will be considered complete, and Contractor will request Client signoff of the Solutions Delivery and Acceptance document referenced in this SOS within 15 days of Project Plan completion.

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9. Change Management

This SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, Software or Deliverables post execution of this SOS will be communicated in writing and agreed to by both Contractor and Client via Contractor's Project Management personnel. A Change Order Authorization ("COA") form will be added to this agreement to amend and set forth the effective date, purpose, description, and price, if applicable.

The work required to address these changes will be scoped and presented to Client as a COA with any additional time, materials, or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor lead Solutions Analyst assigned to this project. The COA must describe the change, the reason for the change, and the effect the change will have on the project.
- Both Client and Contractor will review the proposed change and approve. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOS.
- Both parties must sign a written COA to authorize the implementation of any changes.

10. Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer's specifications.

Upon completion of the project, and provided client is up to date with their maintenance and support payments, Client will have access to a Contractor support engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

11. SOS - Assumptions

The following are the general assumptions on which this SOS and Professional Services Fee are based. If any of these assumptions either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Project work will be performed during normal business hours Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays. Client will provide unimpeded access to equipment and facilities. If access delays occur, work performed outside of normal business hours may incur an overtime premium.
- Contractor:
  - Is not responsible for any conflicts with existing hardware or software that is no longer supported by the manufacturer.
  - Is only responsible for integration tasks outlined in this proposed SOS.
  - At Contractor's discretion project work may be provided remotely in whole, or in part.

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- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost.

Exhibit A: Referenced Documents Table

A checkmark incorporates the document into this agreement.

Applicable	Document Title	Document Description
☐	**Project Plan**	Project Plan describes the execution, management, and control of the project
☒	**Pricing Schedule**	Provides pricing and line-item details as necessary.
☐	**Solutions Delivery and Acceptance**	Acknowledgement form: client acknowledges and confirms that the deliverable, milestone and/or project referenced has been completed, and all testing and acceptance criteria have been satisfied.
☐	**Change Order Authorization**	Document to be executed when the original project scope has changed post SOS authorization by client.
☒	**Support Escalation Process**	Describes steady state user-support escalation process.
☐	**Business Requirements Document**	The BRD outlines the details for a project including the documentation of Client needs and expectations. The BRD is intended to highlight the project Scope, Requirements, Assumptions, Constraints, and Risks.
☐	**Functional Design Document**	The FDD provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the Client with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

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SaaS Statement of Services - Addendum A

This addendum is hereby incorporated by reference as Addendum A to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Mendocino County Environmental Health 8-26-2024
Associated Project MSSA Name: MSSA Mendocino County

Client Responsibilities

The following activities are the responsibility of Client.

The "Client Responsibilities – Details" is the Solution specific activities that are defined as the responsibility of Client. If any of these responsibilities either change or are incorrect a (COA) Change Order Authorization may be required, which may result in additional Professional Services fees.

- During the Project Initialization and Planning phase of the project, Customer will provide the following information for users needing access to the ScanCloud portal. These users will receive their user credentials via email.
    - o Username
    - o User email address
    - o User telephone number
- Ensure that all applications and data are successfully backed up prior to Contractor beginning project services detailed in the SOS.
- Provide technical and application support for configuration and testing of Client specific information. Contractor does not warrant Client applications.
- Provide systems personnel for the project familiar with all aspects of Client's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this project – to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Client -side duties.
- Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this project as contained herein.
- Provide a dedicated project manager or coordinator to provide management, reporting, day to day project tracking, move/add/change requirements, and cross-coordination of requirements.
- Network connectivity between all solution components.
- Deploy Solution to Client end-user desktops (if required).
- Identify a Project Sponsor with sign-off authority and ability to facilitate Client stakeholder participation.
- Report on any Client technical or resource issues that would delay, hinder, or adversely affect the deployment of the solution or its performance in the Client environment.
- Allow for the distribution of Solution upgrades to Client PC's as needed.
- Accept title and/or license upon delivery/installation for product and/or Solution purchased if applicable.
- Sign appropriate Contractor finance document for leased or financed transactions.

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Contractor Responsibilities

The following activities are the responsibility of Contractor.

The "Contractor Responsibilities – Details" is the Solution specific activities that are defined as the responsibility of Client. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Technical specifications for implementation.
- Email and phone support for the duration of the contract.
- Technical Services included in the scope herein.
- Configuration of the Solution components.
- Solution training.
- Solution revisions, updates, and patches during the term of the agreement.

Support

Contractor will provide implementation support for this project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer's specifications.

Upon completion of the project, Client will have access to a Contractor support Engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Note: *If applicable, refer to the* **Statement of Services Support Escalation Process - Addendum E** *document referenced in this SOS for support details.*

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Professional Services and License Fees

A checkmark incorporates the referenced table into this agreement.

☒ **TABLE 1: Time and Materials Engagement:**

This is a time and materials engagement. The Professional Services fees for this project are inclusive of hours required to complete the preparations, scanning and indexing of the estimated volume of documents. The document estimates are based upon our current understanding of the project. Any changes to this Statement of Service will require a Change Order executed and agreed upon by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by Client.

Estimated Services Fees

Estimated Project Investment: **$178,520**

Client will only be billed for images and metadata processed.

Taxes, if applicable, are not included and will be invoiced separately.

This document is valid for a period of 30 days from the cover date; after this date it may be revised upon consent by Contractor.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOS are included in the estimate of this project.

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Statement of Services Pricing Schedule - Addendum E

This addendum is hereby incorporated by reference as Addendum E to the Statement of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Mendocino County Environmental Health 8-26-2024
Associated Project MSSA Name: MSSA Mendocino County

Pricing Schedule

Item	Unit	Description	Quantity	Price	Total
EDM0401	Each	DS/PROJECT SETUP	1	$1,486	$1,486
GRMTRANSPORT	Each	DS/TRANSPORTATION- CUSTOM CALCULATION PER TRIP	7,328	$1.00	$7,328.00
EDM0405-STD1-H-WC	Each	DS/DOCUMENT SCANNING - 8.5" X 11" – 1-500,000 IMAGES - HEAVY PREPARATION	418,000	$0.155	$64,790.00
EDM0405-STD1-WC	Each	DS/DOCUMENT SCANNING – 8.5" x 11" – 1-500,000 IMAGES – STANDARD PREP	440,000	$0.13	$57,200.00
EDM0408-OS5-WC	Each	DS/DOCUMENT SCANNING – OVER 11" x 17" 5001+ IMAGES	22,000	$1.053	$23,166.00
EDM0407-WC	Each	DS/COLOR SCANNING – PER IMAGE + SCANNED IMAGE PRICE	880,000	$0.012	$10,560.00
EDM0403	Each	DS/ADDITIONAL PREP LABOR - PER HOUR	125	$ 50.00	$6,250.00
EDM0412-WC	Each	DS/INDEXING - PER 1000 KEYSTROKES	1000	$6.19	$6,190.00
EDM0527	Each	DS/BULK DATA TRANSFER	25	$62.00	$1,550.00
ESTIMATED TOTAL					**$178,520**

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Statement of Services Project Plan - Addendum D

This addendum is hereby incorporated by reference as Addendum D to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Mendocino County Environmental Health 8-26-2024
Associated Project MSSA Name: MSSA Mendocino County

Note: Project duration is estimated based on current project scope..

Task Name	Duration
Mendocino County Environmental Health - Document Backfile Scanning **Implementation Project Plan**	**126**d
Initiating and Planning	120d
Initiating	**10d**
Develop Project Documents	3d
Internal Contract-Signed Kick-Off Call	2d
Client Kickoff Call and Other Requirements	5d
Planning	**6d**
Environment Settings Confirmation	2d
Deployment Logistics	2d
Training Preparation	2d
Milestone - Initiation and Planning Complete	**0d**
Executing	**96d**
SaaS Configuration	1d
Activate Scan Cloud SaaS	1d
Index Design and Setup	1d
Milestone – SaaS portal configuration Complete	**0d**
System Testing	1d
Box-1 Processing	**17d**
Box-1 Scanned and ready for user download	14d
User Quality Assurance Validation	3d
Milestone – Box-1 User QA validation Complete	**0d**
Milestone – Box-1 Customer Acceptance Signoff	**0d**
Remaining Boxes Processing	**45d**
Boxes -Remaining Boxes Scanned and ready for user download	45d
Milestone – Remaining Boxes Scan Complete	**0d**
Remaining Boxes User Quality Assurance Validation	**0d**
User Reviews and approves remaining boxes	**60d**

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Milestone – Remaining boxes User QA validation Complete	**0d**
Milestone – Remaining boxes Client Acceptance Signoff	**0d**
User Training	1d
Milestone – User Training Complete	**0d**
Customer downloads Scanned Digital Images and metadata	5d
Milestone – Customer Project Acceptance Signoff Complete - (Customer signs off final Delivery and acceptance)	**0d**
Milestone – Project Execution Complete	**0d**
Monitoring/Controlling	**1d**
Action Items and Issues Log	1d
Communicate Support and Issue Escalation Process	1d
Milestone – Monitoring and Controlling Complete	**0d**
Closing	**8d**
Partnership Review Deliver Final Documents	2d
Review and Approval Sign - Solutions Delivery and Acceptance	5d
Project Closure Meeting	1d
Milestone – Solution Delivery and Acceptance Complete	**0d**
Milestone – Project Complete	**0d**

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Client Initials

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Statement of Services Support Escalation Process - Addendum F

This addendum is hereby incorporated by reference as Addendum F to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Mendocino County Environmental Health 8-26-2024
Associated Project MSSA Name: MSSA Mendocino County

Toshiba Resource:

John Schneider – Director Regional Professional Service
- Email: john.schneider@tbs.toshiba.com
- Telephone: 916-928-2724

GRM Support Resource:

Bob Hudson
- 2002 S. East Street
  Indianapolis, IN 46225
- D: 317.452.3809
- E: BHudson@GRMDocument.com

Customer Service Hotline
- Telephone: (201) - 798-7100

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Master Software and Services Agreement

This MASTER SOFTWARE AND SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Toshiba America Business Solutions, Inc. a California corporation with an address of 25530 Commercentre Drive, Lake Forest, CA 92630 ("TABS") including its division Toshiba Business Solutions ("TBS"), (collectively or individually TABS and TBS shall be referred to as the "Contractor") and the Client specified below ("Client").

1. **Definitions**.

1.1 "Confidential Information" means, with respect to a party hereto, all information or material which (i) the party identifies in writing as confidential; and (ii) which from all the relevant circumstances should reasonably be assumed to be confidential and proprietary, whether or not marked, designated, or otherwise identified as "confidential" or "proprietary." Confidential Information of Contractor includes, but is not limited to, the Products and the terms of this Agreement. Neither party shall have any obligation with respect to information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously received by the receiving party without restriction or received by the receiving party from a third party who had a lawful right without restriction to disclose such information; or (iii) is independently developed by the receiving party without reference to Confidential Information.

1.2 "Data Management Services" or "DMS" means the Internet-based transactional application and database services provided by Contractor that are accessible to Client through the Internet for managing business processes and information.

1.3 "Documentation" means the documentation, including any Third Party Materials provided by or on behalf of Contractor with the Product at the time of delivery and any updates that Contractor may, in its discretion, provide from time-to-time. The Documentation will be included in the definition of "Product" under this Agreement and subject to all restrictions and limitations relating to the Product.

1.4 "Licensed Entities" means those Client entities specifically identified in a SOS as licensed to use a Product.

1.5 "SOS," or "Statement of Services," "Statement of Work," of "Statement of Support" as applicable, is defined in Section 2.

1.6 "Product" refers to such Software, Third Party Materials, Subscription Services, and professional Services, including implementation services, consulting and software integration services, outsourced business processing services, and other DMS projects, as each may be licensed by Client under a SOS from time-to-time, including any Documentation.

1.7 "Software" means the object code version of any software that may be licensed by Contractor to Client under a SOS for installation on Client's systems. To the extent any updates or enhancements are delivered to Client as part of Support, such updates and enhancements will be deemed included in the definition of "Software."

1.8 "Subscription Service" means an application or database product hosted by Contractor or its agents, including the DMS, and made available for remote access and use by Client and its Licensed Entities under a SOS.

1.9 "Support" means Contractor's then current support and maintenance program for the relevant Product, as more fully described in the relevant SOS.

1.10 "Third Party Materials" means software and data licensed or provided by third parties. Applicable third-party license agreements and disclaimers, if any, will be provided with the relevant Products.

2. **SOS**. This is a master agreement under which Client may place an order for one or more Products under a Statement of Services or Statement of Work, as applicable. Each order will be set forth in a written SOS or other form provided by Contractor, which is only effective when signed by both parties. The SOS will (i) specifically reference and is governed by this Agreement and (ii) identify the relevant Product being licensed, the term of license or subscription, and any other relevant terms not otherwise set forth in this Agreement. The form of SOS is attached to and made a part of this Agreement as Schedule A-1 (Statement of Services), Schedule A-2 (Statement of Work), and Schedule A-3 (Statement of Support).

3. **Software License**. This Section applies only in the event Client licenses Software from Contractor

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Master Software and Services Agreement

pursuant to a SOS. Subject to the terms and conditions of this Agreement and Client's payment of all relevant fees, Contractor hereby grants to Client a non-exclusive, perpetual, non-transferable (except pursuant to Section 22.1), limited license to use for its internal business purposes the Software at the Licensed Entities. Client may make one copy of the Software for backup and archival purposes.

4. **Subscription Services License**. This Section applies only in the event Client licenses Subscription Services as a Software as a Service ("Subscription Services") from Contractor pursuant to a SOS. Subject to the terms and conditions of this Agreement and Client's payment of all relevant fees, Contractor hereby grants to Client a non-exclusive, non-transferable (except as otherwise set forth herein), limited license to access and use for its internal business purposes the Subscription Services in connection with the Licensed Entities. The initial term of the foregoing license will be as set forth in the applicable SOS. Client shall be solely responsible for connection of Client's systems to a telecommunications service that provides Internet access for purposes of Client's access and use of the Subscription Services.

5. **Restrictions**. Client may only use the Products as described in the applicable Documentation, including operation of Software only on the hardware and software configurations specified in the SOS or associated Documentation. Client shall ensure the Licensed Entities comply with all applicable terms of this Agreement. Any breach of this Agreement by any employee or agent of Client shall constitute a breach by Client. Except as expressly authorized by this Agreement, Client will not (and will not allow any third party to): (i) permit any unauthorized user or any third party to access and use the Products; (ii) decompile, disassemble, or reverse engineer the Products,; (iii) use the Products or any Contractor Confidential Information to develop a competing product or service; (iv) use or allow others to use any Product for the benefit of any third party; (v) use any Product, or allow the transfer, transmission, export, or re-export of any Product or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; or (vi) remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of a Product (including any screen displays, etc.) or any other

products or materials provided by Contractor hereunder. Under no circumstances, shall Contractor be liable or responsible for any use, or any results obtained by the use, of the Products in conjunction with any other software or third-party products. All such use shall be at Client's sole risk.

6. **Availability of Subscription Services**. The provisions of this Section apply only to Subscription Services. The Subscription Services will be available for access and use by Client in accordance with the terms set forth in the applicable SOS or Third-Party Materials. The Subscription Services will be available for access and use by Client an average of at least ninety-five percent (95%) of the time ("Availability Requirement"). Client shall provide notice to Contractor of any unavailability for access or use and document such disruption for review by Contractor. Time periods excluded from the ninety-five (95%) calculation are "Permitted Unavailability" and further defined below. "Permitted Unavailability" includes Planned Outages (as defined below) and any unavailability due to causes beyond the reasonable control of Contractor, including, without limitation: any software, hardware, or telecommunication failures; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failures; failures or default of third party software, vendors, or products; and unavailability resulting from the actions or inactions of Client or a failure of Client's communications link or systems. "Planned Outages" means the period during which Contractor conducts standard systems maintenance. Contractor shall use reasonable efforts to schedule Planned Outages during non-peak hours. In the event Contractor fails to achieve the Availability Requirement, Contractor shall use commercially reasonable efforts to correct the interruption as promptly as practicable. In the event Contractor fails to achieve the Availability Requirement in three consecutive months during the term of this Agreement, Client may terminate this Agreement without further obligation and receive a prorated refund of any pre-paid, unused recurring fees. Such refund shall constitute Client's sole and exclusive remedy and Contractor's sole and exclusive liability for failure to achieve the Availability Requirement.

7. **Information Security for Subscription Services**. Contractor has developed, implemented, and will maintain effective information security policies

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and procedures that include administrative, technical and physical safeguards designed to (i) ensure the security and confidentiality of confidential information provided to it, (ii) protect against anticipated threats or hazards to the security or integrity of such confidential information, (iii) protect against unauthorized access or use of such confidential information, (iv) minimize accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Client Data (as such term is defined in Section 8), and (v) ensure the proper disposal of confidential information. All personnel handling such confidential information have been appropriately trained in the implementation of its information security policies and procedures. Contractor regularly audits and reviews its information security policies and procedures to ensure their continued effectiveness and determine whether adjustments are necessary considering then-current circumstances including, without limitation, changes in technology, its or its vendors', contactors', and licensor's information systems or threats or hazards to confidential information. In the event of unauthorized access to confidential information or non-public personal information, each party shall cooperate with the other party, provide any notices and information regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, and affected individuals which are deemed necessary. Contractor shall promptly report to Client any compromise of security that it becomes aware of regarding Client Data and reasonably cooperate with Client in investigating the compromise. CLIENT ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT CONTRACTOR DOES NOT AND CANNOT GUARANTEE THAT THE SUBSCRIPTION SERVICES, CONTRACTOR'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. CONTRACTOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS NOR SHALL ANY SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY CONTRACTOR OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

8. Ownership; Client Data.

8.1 Ownership. The Products are licensed, not sold. Except for the limited licenses granted in Sections 3 and 4, Contractor and its licensors reserve all right, title, and interest, express or implied, in and to the Products. Client acknowledges and agrees it shall not use any Confidential Information disclosed by Contractor to Client in connection with this Agreement to contest the validity of any Contractor intellectual property. Any such use of Contractor's information and data shall constitute a material, non-curable breach of this Agreement.

8.2 Client Data. Except for the limited license below, nothing contained in this Agreement shall be construed as granting Contractor any right, title, or interest in or to any Client provided data or other content input into the Products, including Personal Data (as defined in Section 8.3) (the "Client Data"). Client grants Contractor the perpetual, non-exclusive, irrevocable, royalty-free, worldwide, sublicensable right and license to collect, store, use, compile, modify, translate and disclose such Client Data: (i) as stated in Contractor's Privacy Policy; (ii) as required by law; (iii) in the improvement or other development of Contractor's product and services, including the Products; (iv) in aggregated form that does not identify Client; and (v) in connection with performing its obligations under this Agreement .

8.3 Personal Data. If Client or it's users or any third parties acting on Client's behalf, access or use a Product to collect, store, process, transmit, by any means any information from which a person (a data subject) can be reasonably identified ("Personal Data"), Client shall ensure that all such activities and use comply with applicable laws and data subject rights. Client shall provide legally adequate privacy notices to the required parties, and obtain all necessary consents from the data subjects of the Personal Data (and parental consents where applicable), including under the Children's Online Privacy Protection Act ("COPPA"), the General Data Protection Regulation ("GDPR"), the UK General Data Protection Regulation ("UK GDPR"), California Consumer Privacy Act ("CCPA") and similar laws. Client represents to Contractor that Client has provided all necessary privacy notices, obtained all necessary consents, and possesses lawful grounds to allow Client to access and use the Products in accordance with the terms of this Agreement and applicable laws. Client is responsible for notifying

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Contractor if any data collected or stored using the Products must be deleted under applicable laws.

8.4 <u>Processing of Personal Data</u>. The storage, processing, and transmission of Client Data is an essential feature of the Products. Client consents to Contractor and its contractors, and affiliates, collecting, storing, processing, and transmitting Client Data and Personal Data included therein. This Agreement incorporates Contractor's <u>Privacy Policy</u>, as may be updated from time to time.

8.5 <u>Sharing Personal Data</u>. In addition, certain Products may provide the ability to share content with other users and third parties, which may include the ability to share and display information about an individual (e.g., name, email address, username) when such functionality. By choosing to use the applicable Products and sharing functionality, Client consents to the sharing of such information for this purpose.

8.6 <u>Diagnostics and Telemetry Data</u>. Contractor may store diagnostic and telemetry data about the operation of the Products, including performance, usage, configuration, and errors ("<u>Telemetry Data</u>"). Contractor may periodically transmit and receive the Telemetry Data from the Products. Client Data does not include Telemetry Data. Contractor does not access or transmit Client Data as part of the Telemetry Data. Contractor retains all rights, title, and interest to the Telemetry Data.

8.7 <u>Client Data Warranties</u>. Client represents and warrants that it has obtained all rights, consents, and permissions necessary to input the Client Data into the Products and to grant the foregoing rights and licenses to Contractor, and that: (i) Client either owns or has the right to authorize Contractor's use of Client Data as set forth herein, (ii) the Client Data does not infringe, misappropriate, or otherwise violate any copyright, trademark, patents, trade secrets or other proprietary rights.

9. **Registration**. Contractor may request certain information in connection with the registration of Products, including contact name, email address, username, or password. By providing this information, Client consents to its collection and use by Contractor in accordance with Contractor's <u>Privacy Policy</u>, to provide non-promotional communications regarding the Products, including notices related to Client's account, transactions, update availability, Product recalls, safety concerns, or changes to our policies and terms. Client is responsible for maintaining the confidentiality of its username, password, and account information, and for all activities that occur in connection with Client's account and or under any username and password or account associated with Client's account. Client is also responsible for the accuracy of the information provided in connection with Client's account and any user thereunder, and for keeping such account information up to date. Client assumes all responsibility for any loss, theft, or other destruction of any data resulting from any failure to comply with these obligations.

10. **Feedback**. Client may provide suggestions, comments, or other feedback (collectively, "<u>Feedback</u>") to Contractor with respect to its products and services, including the Product. Feedback is voluntary and Contractor is not required to hold it in confidence. Contractor may use Feedback for any purpose without obligation of any kind. Client hereby grants Contractor an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Contractor's business, including enhancement of the Product.

11. **Support**. To the extent purchased by Client, Contractor shall provide the Support described in the applicable SOS for the Product licensed. Support includes periodic releases, and upgrades and updates to the Products as may be made generally available by Contractor to its Clients for no additional charge from time to time. Any new or additional features or functions may be offered separately and may be subject to additional access or license fees, support or maintenance charges, or other fees and costs. Contractor reserves the right to charge separately for any new Products, databases, and functionality that are not generally released to Contractor's Clients without charge

12. **Training.** To the extent applicable, Contractor will provide the training services set forth in the SOS. Client shall reimburse Contractor for all expenses and out-of-pocket costs related to onsite training.

13. **Term and Renewal**. This Agreement shall commence on the Effective Date and, subject to any earlier permitted termination in accordance with this Agreement, shall remain in effect with respect to each Product until the expiration of both the initial license term set forth for such Product in the applicable SOS

relating thereto and any renewal terms therefore as provided in this Section 13. Each SOS will specify an initial term for the license granted with respect to each such Product. Following the initial term, except as otherwise set forth on the SOS, the license term for each Product set forth on the SOS will automatically renew and be extended for additional successive one (1) year periods unless either party provides the other party of notice of its intent not to renew at least thirty (30) days prior to commencement of the next renewal term.

14. **Termination**.

14.1 Termination for Cause. Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, elect to (i) terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party, or (ii) terminate any relevant SOSs or this Agreement, as the case may be, as and when permitted by and in accordance with Sections 6, 15.1, or 20.

14.2 Termination for Convenience. Client may terminate any SOS or this Agreement upon sixty (60) days advance written notice to Contractor, without cause if Client pays Contractor a cancellation fee equal to one hundred percent (100%) of the average actual fees charged for the prior four (4) month period, multiplied by the remaining billable months in the then applicable SOS term ("Cancellation Fee"). Client agrees to pay any Cancellation Fee within fifteen (15) days of the effective date of termination. Client acknowledges that such Cancellation Fee is not a penalty, but is intended to be liquidated damages, the actual damages being too difficult to determine in advance. Payment of the Cancellation Fee is the sole remedy for Client's early termination.

14.3 Effect of Termination. Upon any termination or expiration of a SOS or this Agreement, all rights and licenses granted to the Products will automatically terminate and Client shall have no further right to possess, access, or use the Products. Any termination of the Agreement shall terminate all outstanding

SOS(s). On Contractor's request, Client shall provide Contractor with a signed written statement confirming that any Software has been permanently removed from Client's systems, if applicable. If termination does not result from a breach of this Agreement by Client, subject to the terms for any Third-Party Materials, Client shall have the limited right for thirty (30) days after such license termination to export or print Client entered information from the Product and not to enter any new information into the Product or use it for any other purpose. Client may, at its option and subject to the terms for any Third-Party Materials, extend the foregoing thirty (30) day period for up to six (6) months at Contractor's then current transition services rates; all access to the Product during this period shall be read-only. The following Sections shall survive any termination or expiration of this Agreement: 1, 5, 10, 13, 15 (to the extent of fees accrued prior to termination), 17, 19, 21, and 22.

15. **Fees**.

15.1 In general. Client shall pay Contractor the fees set forth in the applicable SOSs. Following the initial year of the license term set forth in the SOS, Contractor, in its sole discretion, may increase the fees due for a renewal term on sixty (60) days written notice prior to the commencement of the renewal term, which adjustment shall be effective on the commencement of the renewal term. During the initial license term set forth in the SOS, any such annual increase shall not exceed five percent (5%) of the previous applicable annual fee.

15.2 Payment of Invoices. All invoices shall be paid by Client within thirty (30) days of invoice date. Payments not made within such period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. In the event an invoice remains unpaid thirty (30) or more days from the invoice date, Contractor may, in its discretion, terminate the applicable SOS and suspend access to Subscription Services. Client agrees to pay all court costs, fees, expenses and reasonable attorneys' fees incurred by Contractor in collecting delinquent fees. The applicable SOS may specify certain fees to be paid by electronic funds transfer ("EFT"). Client hereby authorizes Contractor to initiate an EFT from Client's bank account indicated in Schedule B in an amount equal to the fees set forth in

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the applicable SOS in accordance with the payment terms set forth in the applicable SOS. All payments made by EFT will be paid in immediately available funds.

15.3 <u>Taxes</u>. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of Contractor) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Products and Support provided by Contractor under this Agreement, shall be borne solely by Client, unless Client can evidence its tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If Client loses tax exempt status, it shall pay any taxes due as part of any renewal or payment. Client shall promptly notify Contractor if its tax status changes.

15.4 <u>Travel and other Expenses</u>. Client will pay, or reimburse Contractor for, any out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Contractor at the request of or with the approval of Client in connection with the performance of this Agreement. Reasonable and customary expenses incurred by Contractor, including without limitation expenses incurred for travel, local transportation, lodging and meals, will be billed to Client at Contractor's actual cost.

15.5 <u>Subpoenas and Other Legal Process</u>. In the event Contractor is requested or authorized by Client or is required by government regulation, summons, subpoena or other legal process to produce its documents, Client Data, or personnel as witnesses with respect to the Products and other services provided to Client under this Agreement, Client will, so long as Contractor is not the subject of the investigation or proceeding in which the information is sought, reimburse Contractor at its then current standard professional services rates for its time and materials services, as well as the fees and expenses of its counsel, incurred in responding to such requests.

16. **Suspension of Access to Subscription Services**. The provisions of this Section apply only to Subscription Services. Contractor may, in its sole discretion, suspend Client's access to a Subscription Service for any of the following reasons (i) to prevent damages to, or degradation of, the Subscription Service or Contractor's systems; (ii) to comply with any

law, regulation, court order, or other governmental request; (iii) to otherwise protect Contractor from potential legal liability; or (iv) in the event an invoice remains unpaid for more than thirty (30) or more days from the invoice date. Contractor shall use reasonable efforts to provide Client with notice prior to or promptly following any suspension of access to a Subscription Service. Contractor will restore access to the Subscription Service as soon as the event giving rise to suspension has been resolved. This Section shall not be construed as imposing any obligation or duty on Contractor to monitor Client's use of the Subscription Service or the data and other content uploaded by Client to the Subscription Service.

17. **Confidentiality**.

17.1 Each party's Confidential Information shall remain the sole and exclusive property of that party. Each party recognizes the importance of the other's Confidential Information. In particular, each party recognizes and agrees that the Confidential Information of the other is critical to its respective businesses and that neither party would enter into this Agreement without assurance that the other party will take appropriate steps designed to preserve the confidentiality of such information and the value thereof as provided in this Section 17 and elsewhere in this Agreement. The foregoing and the other terms of this Section 17 are and will remain subject to the disclaimers set forth at the end of Sections 7 and 19. Accordingly, each party agrees as follows:

(a) Each party (i) will treat as confidential and use measures that are reasonable, and at least as protective as those it uses to safeguard the confidentiality of its own Confidential Information (but in no event less than reasonable care), to preserve the confidentiality of any and all Confidential Information that it obtains from the other party and (ii) will use or, subject to the disclaimers in Sections 7 and 19, disclose such Confidential Information solely as permitted under this Agreement;

(b) Each party may disclose the other party's Confidential Information or provide access to the same to its responsible employees and agents who reasonably need to know or access such information in connection with the fulfillment of its obligations hereunder and may make copies of Confidential Information only to the extent permitted or

contemplated under or pursuant to this Agreement; and

(c) To the extent required by applicable law or by lawful order or requirement of a court or governmental authority having competent jurisdiction over the receiving party, the receiving party may disclose Confidential Information in accordance with such law or order or requirement, subject to the following conditions: (i) as soon as possible after becoming aware of such law, order or requirement, and (ii) prior to disclosing Confidential Information pursuant thereto, the receiving party will so notify the disclosing party in writing and, if possible, the receiving party will provide the disclosing party notice not less than five (5) business days prior to the required disclosure. The receiving party will use reasonable efforts not to release Confidential Information pending the outcome of any measures taken by the disclosing party to contest, otherwise oppose or seek to limit such disclosure by the receiving party and any subsequent disclosure or use of Confidential Information that may result from such disclosure. The receiving party will cooperate with and aid the disclosing party regarding such measures. Notwithstanding any such compelled disclosure by the receiving party, such compelled disclosure will not otherwise affect the receiving party's obligations hereunder with respect to Confidential Information so disclosed.

17.2 Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

17.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and, if requested by the disclosing party, certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure regarding Confidential Information are effective as of the Effective Date and

will expire three years from the date first disclosed to the receiving party.

18. **Limited Warranty**. Contractor warrants to Client that for a period of sixty (60) days from delivery or initial use by Client, the Product shall operate in substantial conformity with its Documentation. Third Party Materials are subject to the terms set forth in the applicable third-party license agreements and disclaimers, if any, will be provided with the relevant Products. If Client purchases or procures any third-party products or services as part of the Products that are not provided with their own agreement or terms, Contractor shall pass through or assign to the Client the rights Contractor obtains from the manufacturers, vendors or licensors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable. To the extent that such rights are not assignable by Contractor, Contractor agrees that Client may assert or enforce any right Contractor may have to enforce such representations, warranties and covenants, or if such can only be enforced by Contractor under its own name, upon written request by Client, Contractor shall take all reasonable action requested by Client to enforce such representations, warranties and covenants. Notwithstanding the foregoing, Client's sole and exclusive remedy, and Contractor's sole and exclusive liability, for a breach of the foregoing warranties shall be the provision of Support services, replacement of a Product if necessary, or a credit for the pre-paid portion of the applicable fee for the affected Product, as determined in Contractor's sole discretion.

19. **Disclaimer of Warranties**. EXCEPT AS PROVIDED IN SECTION 18 (LIMITED WARRANTY), THE PRODUCTS, SUPPORT, TRAINING, AND ANY OTHER SERVICES ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. CONTRACTOR AND ITS VENDORS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NON-INFRINGEMENT. ALL THIRD-PARTY MATERIALS ARE PROVIDED AS-IS, WITHOUT WARRANTIES OF ANY KIND. CONTRACTOR MAKES NO WARRANTIES OF ANY

KIND, EXPRESS OR IMPLIED, RELATING TO ANY PRESENT OR FUTURE METHODOLOGY EMPLOYED IN ITS GATHERING OR REPRODUCING OF ANY THIRD-PARTY MATERIAL, OR AS TO THE ACCURACY, CURRENCY OR COMPREHENSIVENESS OF THE SAME. CLIENT EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF PRODUCTS IS AT CLIENT'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CONTRACTOR OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF CONTRACTOR'S OBLIGATIONS HEREUNDER. CONTRACTOR IS NOT ENGAGED IN RENDERING LEGAL OR OTHER PROFESSIONAL SERVICE. IF LEGAL OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. CLIENT ASSUMES ALL RESPONSIBILITY WITH RESPECT TO ANY DECISIONS OR ADVICE MADE OR GIVEN AS A RESULT OF THE USE OF THE PRODUCTS. CLIENT AGREES THAT THE PRODUCTS ARE NOT INTENDED TO REPLACE CLIENT'S PROFESSIONAL SKILL AND JUDGMENT AND ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY OR OTHER PROFESSIONAL.

THE PRODUCTS MAY BE USED TO ACCESS AND TRANSFER INFORMATION, INCLUDING CONFIDENTIAL INFORMATION, OVER THE INTERNET. CLIENT ACKNOWLEDGES AND AGREES THAT CONTRACTOR AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED THIRD PARTIES (*E.G.,* HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CLIENT'S DATA, WEB-SITES, COMPUTERS, OR NETWORKS. CONTRACTOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH ACTIVITIES NOR SHALL ANY SUCH ACTIVITIES CONSTITUTE A BREACH BY CONTRACTOR OF ITS OBLIGATIONS OF CONFIDENTIALITY HEREUNDER.

20. **Indemnity**. Contractor will indemnify and defend Client from any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that Client's use of a Product in conformance with the terms of this Agreement infringes a United States patent issued as of the Effective Date or copyright of that third party. The foregoing indemnification obligation of Contractor is contingent upon Client promptly notifying Contractor in writing of such claim, permitting Contractor sole authority to control the defense or settlement of such claim, and providing Contractor reasonable assistance in connection therewith. If a claim of infringement under this Section 20 occurs, or if Contractor determines a claim is likely to occur, Contractor will have the right, in its sole discretion, to either: (i) procure for Client the right or license to continue to use the Product free of the infringement claim; or (ii) modify the Product to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to Contractor, Contractor may, in its sole discretion, immediately terminate the relevant SOS(s) and return the prorated portion of any prepaid, unused fees for future use of the infringing Product. Notwithstanding the foregoing, Contractor shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the "Excluded Claims"): (xi) the use or combination of the Products with any hardware, software, products, data or other materials not provided by Contractor; (xii) modification or alteration of the Products by anyone other than Contractor; (xiii) Client's use of Products in excess of the rights granted in this Agreement; (xiv) any Third Party Materials; (xv) a breach of Client's representations or warranties; (xvi) the negligence or more culpable acts or omissions (including recklessness or willful misconduct) by Client or any third party on behalf of Client; or (xvii) a business method or process that is inherent to Client's business. The provisions of this Section 20 state the sole and exclusive obligations and liability of Contractor and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Products or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Client will indemnify and defend Contractor from any claim, demand, action, proceeding, judgment, or liability a third-party claim arising out of (xxi) an Excluded Claim; or (xxii) Contractor's authorized use of the Client Data. The foregoing indemnification obligation of Client is contingent upon Contractor promptly notifying Client in writing of such claim, permitting Client sole authority to control the defense or settlement of such claim, and

providing Client reasonable assistance in connection therewith.

21. Limitation of Liability and Damages. NEITHER CONTRACTOR NOR ITS VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF CONTRACTOR AND ITS VENDORS AND LICENSORS TO CLIENT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CLIENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. SHIPPING TERMS ARE FOB SHIPPING POINT. TOSHIBA IS NOT RESPONSIBLE FOR DAMAGES INCURRED IN CONNECTION WITH THE PACKAGING, SHIPMENT OR DELIVERY OF DOCUMENTS, FILES OR BOXES FROM CLIENT LOCATION TO CONTRACTOR. The allocations of liability in this Section 21 represent the agreed, bargained-for understanding of the parties and Contractor's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

22. General Provisions.

22.1 <u>Assignment</u>. Client may not assign this Agreement without Contractor's prior written authorization, which shall not be unreasonably withheld. Any such permitted assignment, however, shall not increase the scope (including any material change in the size of Client's organization) of the license granted hereunder without payment of Contractor's then-current fees for any increased scope. Any delegation or assignment in violation of the foregoing provisions shall be void and deemed a material breach of this Agreement. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

22.2 <u>Amendment and Waiver</u>. This Agreement may not be modified or amended except by a writing signed by both parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

22.3 <u>Governing Law</u>. This Agreement will be governed by, and construed and interpreted according to, the substantive laws of the State of California. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal courts (if permitted by law and a party elects to file an action in federal court) located in Orange County, California. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum *non conveniens* or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

22.4 <u>Severability</u>. In the event that any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto and the remainder of this Agreement shall continue in full force and effect; provided, however, that if the severing and striking of such provision results in a material alteration of this Agreement not able to be appropriately addressed through a replacement provision as contemplated above, the remaining provisions of this Agreement shall be adjusted equitably so that no party benefits disproportionately.

22.5 <u>Entire Agreement; Purpose and Effect of Agreement</u>. This Agreement, together with the SOS(s) and any other exhibits and attachments hereto and thereto, constitutes the entire agreement between the parties regarding its subject matter and supersedes any and all prior or contemporaneous letters, memoranda, representations, discussions, negotiations, understandings and agreements, whether written or oral, with respect to such subject matter, all of the same being merged herein. No other terms and conditions or agreements, including any terms and conditions contained on Client's purchase orders ("<u>Additional Terms</u>") shall be binding on Contractor. All such Additional Terms shall be of no force or effect and shall be deemed rejected by Contractor in their entirety. In the event of a conflict between the body of this Agreement and any SOS, exhibit, or other attachment, the Agreement shall govern.

22.6 <u>Notices</u>. Any notice required or permitted to be given by either party under this Agreement will be made in writing and shall be deemed to have been received upon delivery by hand, by facsimile (followed by delivery of a hard copy thereof within five (5) business days of such facsimile) or via Federal Express, or an equivalent reputable courier service, expense prepaid, addressed to the party as set forth on the signature block hereof or to such other address as a party may designate in writing to the other party.

22.7 <u>Relationship of Parties</u>. The parties to this Agreement are independent contractors; there is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

22.8 <u>Force Majeure</u>. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitation, an act of God, fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, or hackers (a "<u>force majeure event</u>"), time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence without liability to the other party; provided, however, that Client will not be excused from the payment of any sums of money owed by Client to Contractor. In addition, neither party will have the right to claim damages or to terminate this Agreement because of a force majeure event.

22.9 <u>Limitation on Time to Bring Suit</u>. Any suit, cause of action, claim or demand which either party has against the other party for breach of any provision of this Agreement, or for failure to meet any obligation or indemnity provided in this Agreement, or otherwise arising under the Agreement, must be brought no later than one (1) year from the date it becomes known or should have been known by the asserting party.

22.10 <u>No Third-Party Beneficiaries</u>. Except for Contractor's suppliers and licensors, this Agreement shall not be construed to make Licensed Entities or any other person or entity, a third-party beneficiary hereof.

22.11 <u>Counterparts</u>. This Agreement may be signed in counterparts, all of which upon execution and delivery shall be considered an original and together shall constitute one agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as original documents.

22.12 <u>Export Control</u>. Client agrees that it will not in any form export, re-export, resell, ship, or divert or permit to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product or technical data or software furnished hereunder, or the direct product of such technical data or software, in violation of the laws, regulations, rules or orders or any jurisdiction, including applicable import and export laws. Client shall indemnify, defend, and hold harmless Contractor from any claim, demand, action, proceeding, judgment, or liability arising out of Client's or its Licensed Entities' breach of this Section.

22.13 <u>Government Restricted Rights</u>. The Products are provided with Restricted Rights. Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR clause 52.227-19 or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 et seq. or its successor. The Products are proprietary data, all rights of which are reserved under the copyright laws of the United States.

[End of Agreement; signature page follows]
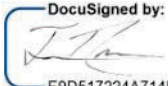
TOSHIBA

IN WITNESS WHEREOF, the parties have caused this Master Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

Client:	**Mendocino County**	Toshiba America Business Solutions, Inc.	
By:		By:	

Authorized Name:	Tony Rakes	Authorized Name:	Van Real
Title:	Deputy Chief Executive Officer	Title:	VP/GM Northern California
Authorized Signature:	*[DocuSigned by signature]*	Authorized Signature:	*[Signed by: Van Real]*
Date:	3/31/2025	Date:	4/2/2025
Notice Address:	501 Low Gap Rd. Ukiah CA 95482 STE 1440	Notice Address:	Toshiba America Business Solutions, Inc. 25530 Commercentre Drive Lake Forest, CA 92630
With Copy To:		With Copy To:	TABS Legal Department 25530 Commercentre Drive Lake Forest, CA 92630

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Marlayna Duley _____
Digitally signed by Marlayna Duley
DN: cn=Marlayna Duley, o=Mendocino County
Environmental Health, ou,
email=bourbonm@mendocinocounty.org, c=US
Date: 2025.04.25 11:23:12 -07'00'

DEPARTMENT HEAD

Date: _____

Budgeted: Yes
Budget Unit: 4011
Line Item: N/A
Org/Object Code:
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 05/20/2025 _____

ATTEST:
DARCIE ANTLE, Clerk of said Board

By: _____
Deputy   05/20/2025

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy   05/20/2025

INSURANCE REVIEW:

By: _____
Risk Management

Date: 04/23/2025 _____

CONTRACTOR/COMPANY NAME

Signed by:
By: Van Real _____
41084B0E740B4DE...
SIGNATURE

Date: 4/30/2025 _____

NAME AND ADDRESS OF CONTRACTOR:

Toshiba Business Solutions
1016 N. Market Blvd, Suite 40
Sacramento, CA 95834

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

Date: 04/23/2025 _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: _____
Deputy CEO or Designee

Date: 04/23/2025 _____

Signatory Authority: $0-25,000 Department; $25,001- 50,000 Purchasing Agent; **$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed ☐ _EB# 25-105_
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: 'N/A'